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Moreno Valley Board of Education and California School Employees Association, Chapter 410 (1997)

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Moreno Valley Board of Education and California School Employees Association, Chapter 410 (1997)

Keywords

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Comments

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MORENO VALLEY UNIFIED SCHOOL DISTRICT
25634 Alessandro Boulevard • Moreno Valley, California



1,300
employees

3/12/01

CLASSIFIED EMPLOYEES COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**MORENO VALLEY UNIFIED
SCHOOL DISTRICT**

AND

**CHAPTER 410
CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION**



July 1, 1997 through June 30, 2000

Extended
to
6-30-01

**BOARD OF EDUCATION
NEGOTIATING TEAM**

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Assistant Superintendent
Human Resources Division

Willie Hasson
Director
Employer/Employee Relations

Linda Denver
High School Principal

Lasandra Josephson
Director
Classified Employee Services

Dean Olson
High School Principal

**CALIFORNIA SCHOOL
EMPLOYEE ASSOCIATION**

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I. RIGHTS, OBLIGATIONS AND WORK

ARTICLE 1 - DESIGNATION

THIS AGREEMENT is made and entered into this 1st day of July, 1997, by and between the Moreno Valley Board of Education (hereinafter called the "Board") on behalf of the Moreno Valley Unified School District (hereinafter called the "District") and the California School Employees Association, Moreno Valley Chapter 410 (hereinafter called the "Association").

ARTICLE 2 - RECOGNITION

The Moreno Valley Unified School District hereby grants recognition to the California School Employees Association, Moreno Valley Chapter 410, for the employees in the unit described below.

Section 1. Description of unit: All classified employees employed by the District, including but not limited to the following major groupings of jobs: food services, clerical and secretarial, operations and maintenance, instructional assistants, and transportation, and excluding all management employees as designated by the Board, supervisory employees, confidential employees, substitute employees, certificated employees, part-time playground supervisors whose sole duties are to supervise students on the playground in order to provide certificated personnel with duty-free periods, students employed part-time, or part-time students employed part-time, apprentice positions, professional experts on temporary basis. The classifications of those employees currently are set forth in Appendix A. All newly created positions, except those that lawfully are certificated, management, confidential, supervisory, or otherwise lawfully excluded from the unit, shall be assigned to the bargaining unit.

Section 2. The designation of management, supervisory, confidential, certificated, and other classifications of employees shall be made by the District. The District agrees to notify the Association of such proposed designations. In disputed cases, the Association may submit to the EERB for resolution.

Section 3. The parties agree that the unit as described in the foregoing paragraphs is appropriate and that neither party will seek clarification or amendment of the unit, either as to specific exclusions or the enumerated inclusions, unless as to the exclusions, there is a significant change in the duties of the incumbent.

ARTICLE 3 - DURATION AND TERMINATION

Except as otherwise set forth herein, this Agreement shall be and remain in effect upon ratification and adoption from July 1, 1997 to and including June 30, 2000, and be renewed on a day-to-day basis, subject to the provisions of Government Code Section 3540.1(h).

ARTICLE 4 - EMPLOYER-EMPLOYEE RELATIONS

CSEA and the District are committed to maintaining a relationship based on mutual trust and respect. The parties agree to use Interest Based Bargaining concepts with training from the California Foundation for Improvement of Employer-Employee Relations (CFIER) for problem-solving and negotiations.

Section 1. Upon the request of either party, the Superintendent or designee shall meet at reasonable times, mutually agreeable to the parties, with release time provided as necessary, with a committee of not more than three (3) Association members appointed by the Association to discuss employee-employer relations matters of mutual benefit and concern, including the operation of this Agreement. Such meetings are intended in no way to impose a duty to bargain on either party during the term of this Agreement or to affect any waiver of the duty to bargain otherwise agreed to by either party.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. All matters not within the scope of representation as set forth in the Government Code, Section 3543.2, or not limited by the express terms of this Agreement, are reserved by the District. Except as limited by the express terms of this Agreement, it is agreed that such reserved rights include, but are not limited to the exclusive right and power to discontinue, in whole or in part, temporarily or permanently, without further bargaining as to the decision or the effects thereof, any of the following: the Board's sole right to manage and direct the work of its employees; to determine the method, means, and services provided; to determine the staffing patterns and the number and kinds of personnel required; to determine the assignment, goals, objectives, and performance standards; to decide on the building, location, or modification of a facility; to determine the budget and methods of raising revenue; to subcontract work or operations except where expressly forbidden by law; to maintain order and efficiency; to hire; to assign; to evaluate, promote, discipline, discharge for cause, layoff for lack of work or lack of funds; and transfer employees. The foregoing rights of management are not intended to be an all inclusive list, but do indicate the type of matters which are inherent to management.

Section 2. The District retains its right to suspend or modify any provision(s) set forth in this Agreement in cases of emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action, such as an emergency due to an act of God or due to interference by a third party beyond the control of the District. In the event of any such action, the District agrees to negotiate with regard to such suspension or modification or successor provisions as soon as reasonable after demand by the Association.

Section 3. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District as expressly set forth in this Article, not expressly limited by other specific provisions of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance and arbitration provisions of Article 40, unless the grievance in question is a complaint that the District has violated an express provision of some other article of this Agreement, which article is itself subject to arbitration.

ARTICLE 6 - ASSOCIATION RIGHTS

Section 1. The Association may request of the District the use of school equipment, buildings and facilities at reasonable hours. The conditions of such use shall be consistent with applicable law and previous practice, and permission shall not be unreasonably withheld. For example, such equipment may include typewriters, mimeograph machines, duplicating equipment, calculating machines, and audio-visual equipment when such equipment is not otherwise in use for educational purposes. The Xerox 9400 or its successor may be used for Association publications at the same cost charged to school programs.

Section 2. The Association shall have the right to post notices of activities and matters on designated unit member bulletin boards. The Association may use unit member mail boxes for communications with the unit members. The District will provide unit member mail boxes. All general notices distributed by the Association shall be clearly identified as CSEA material by either official identification or the signature title of the authorized CSEA official. A copy of any general distribution notices shall be given to the site level manager no later than the time of distribution or posting or, in the alternative, CSEA will provide the Human Resources Division with fifteen (15) copies of general notices the day prior to posting or distribution. It shall be the sole right of the Association to remove unauthorized material from designated CSEA bulletin boards. A copy of general notices distributed or posted by the District shall be provided to a designated CSEA representative of each site prior to posting or distribution, or in the alternative, the District will provide the CSEA Chapter President with fifteen (15) copies the day prior to posting or distribution.

Section 3. The parties agree that any one (1) of the eleven (11) members of the Association Executive Board shall have reasonable access to unit members during working hours when urgent circumstances make it impractical to see such unit members at other times and only when prior approval is given by the unit member's management supervisor. Such approval shall not be unreasonably withheld. Such meetings shall not cause the unit member involved to miss more than thirty (30) minutes of work time in any one day. The Association shall make every reasonable effort to conduct its business during unit member breaks or before or after working hours.

Section 4. Notices required by this Agreement or by law shall be delivered either by hand or Certified U.S. Mail to the last known address of the President of CSEA Chapter 410 and the assigned CSEA Labor Relations Representative.

Section 5. A copy of the Agreement will be provided by the District to each unit member. The cost thereof shall be borne by the District.

Section 6. The District shall release duly elected unit member delegates to take a maximum of five (5) days paid leave of absence annually, if necessary, to attend the annual California School Employees Association Conference. If the person attending such conference is not in a paid status prior to such conference, the leave of absence provision in this paragraph shall not be applicable. The Association will give the District at least a 30 calendar day notice of duly elected delegates in order for the District to coordinate advanced planning.

Section 7. Each year, the District shall provide the Association with a list of unit members, the District Directory, designated work sites, and salary classifications. The District shall also make available to the Association as soon as reasonably possible following each meeting of the Board of Education, a copy of the Human Resources minutes of the meeting.

Furthermore, the District shall send the Association President a Board of Education agenda prior to each Board of Education meeting, accompanied by the unapproved draft of the minutes of previous meetings. In addition, the District shall make available to the Association two (2) copies of the tentative budget and two (2) copies of the adopted budget at least twenty-four (24) hours prior to the Board meeting at which they will be submitted.

Section 8. The Association shall have the right to review those District documents in the District's possession which are open by law to public inspection provided that such review occurs during business hours and is scheduled at the mutual convenience of the Association and the District representatives.

Section 9. The Association shall be entitled to seek and obtain assistance from CSEA staff personnel for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours, and terms and conditions of employment as provided by law.

Section 10. Selection of Job Stewards: The Association shall notify the District in writing of the names of a reasonable number of Job Stewards and the group they represent. If a change is made, the District will be advised in writing of such change.

- (a) Release Time: After notifying his/her first line management supervisor, a Job Steward for the group that Steward represents shall be permitted to leave his/her normal work area during reasonable times in order to assist in on-site investigation and presentation of a grievance. The Job Steward shall advise the supervisor of the grievant of his/her presence. The Job Steward is permitted to discuss any problem with the grievant immediately concerned and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
- (b) If, due to an operational requirement, an adequate level of service cannot be maintained in the absence of a Job Steward at the time of the notification mentioned above, the Job Steward shall be permitted to leave his/her normal work area no later than two (2) hours after the Job Steward provides notification, except in cases of emergency.

Section 11. The District shall provide for the release of the CSEA Chapter President or bargaining unit member designee (if approved by the District), effective January 1 through December 31 on the same terms as provided for in Section 45210 of the California Education Code, except that CSEA's requirement to pay the cost of such release time shall have been satisfied by the District's providing a .2% less salary increase for the 1991-92 school year. The District's approval of a CSEA designee shall not be withheld arbitrarily or capriciously. The District will not release more than one person during any one calendar year. Said released bargaining unit member shall continue to receive general salary increases he/she would have received but for the release, and any other increases associated with his/her employment classification.

The release of the bargaining unit member will be without loss of compensation, benefits or seniority that the bargaining unit member would have received but for the release. The District will provide eight (8) hours pay per day for the released bargaining unit member, for a twelve (12) month work year.

Upon fulfillment of the term(s) of the released bargaining unit member, the District shall place said bargaining unit member within the unit member's last classification, at the same number of hours he/she previously held, if such a position exists. If such position does not exist at the time of the expiration of the leave, the District shall, to the extent practicable, place the bargaining unit member in any other available position within the unit member's job family for which the unit member meets the minimum qualifications, or the District shall place the unit member in any other position for which the unit member is qualified. A bargaining unit member not placed in a position of his/her former classification as a result of the above shall not suffer any loss of compensation, benefits, or seniority that he/she would have received in the former classification, and shall have the opportunity to return to a position within the former classification upon a vacancy becoming available prior to any other bargaining unit member movement or outside hire.

The District shall reimburse the Association for up to fifteen (\$15) dollars per month to facilitate the District's communication with the CSEA-designated released bargaining unit member.

ARTICLE 7 - ASSOCIATION DUES AND PAYROLL DEDUCTIONS

Section 1. The District will make payroll deductions on behalf of the Association for unit members who have authorized said deductions. The unit members shall sign and deliver to the District an assignment authorizing deductions of membership dues and fees. Such authorization shall continue unless revoked in writing.

Section 2. Upon written authorization from the unit member, the District shall deduct from the salary of such unit member and make appropriate remittance to credit unions, annuity plan, the United Fund, or any other plans or programs jointly approved by the Association and the District. Furthermore, the District shall have no responsibility for these funds beyond transmittal in accordance with this Article. The unit member must give not less than two (2) weeks written notice to commence or terminate the deductions covered in this Article.

Section 3.

- (a) Any unit member covered by this Agreement, within thirty-one (31) days after the execution of this Agreement or within thirty-one (31) days after hire, shall, as a condition of employment, either become a member in the Association, continue membership in the Association, or pay a service charge to the Association equal to the regular monthly dues, standard initiation fee, and general assessments of the Association (but not including fines) uniformly required as a condition of acquiring or retaining membership. This obligation shall continue for the duration of this Agreement. In the event that a unit member shall not pay such fee directly to the Association or authorize payment through payroll deductions, the District shall immediately, upon notice from the Association, commence involuntary payroll deduction of said fee.

- (b) The District need not terminate any unit member for failure to maintain his/her membership or pay service charges unless he/she fails or refuses to cure his/her dues or service charge delinquency within ten (10) days after the Association has given a written notice by registered mail requesting such termination. Before sending the District such request, the unit member shall first be given notice in writing by the Association to pay his/her delinquent dues or service charges.
- (c) In the event that any unit member has a religious objection pursuant to Government Code Section 3546.3 as it existed on January 1, 1983, or its successor, if any, which conflicts with the membership or service fee requirement of this Article, such unit member, upon submitting a statement in writing as to his/her religious objection, shall be required to pay an amount equal to the service charge into one of the following non-religious, non-labor organizations, whose charitable funds are exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - (1) Moreno Valley Friends of the Library;
 - (2) Volunteer Fire Department (Edgemont, Moreno, or Sunnymead);
 - (3) Moreno Valley Youth Federation.

Such money shall not be used by the Association for any other purpose and shall be considered as a total fulfillment of the membership requirements of this Agreement.

- (d) The Association does hereby agree to defend, if requested by the District, as well as indemnify, and shall save the District harmless against any and all claims, demands, disputes, suits, or other form of liability that may arise out of, or by reason of, any action taken or not taken by the District in compliance with this Article, including the reasonable cost of any defense made necessary by any such claim, demand, dispute, suit, or other form of liability.

Section 4. The California School Employees Association agrees to defend, indemnify and hold harmless the District against legal action by any unit member of the District challenging the legality of any action taken by the District at the request of the Association in compliance with this Article.

ARTICLE 8 - BARGAINING UNIT WORK

Section 1. The District may subcontract work or operations except where expressly forbidden by law. The District agrees not to subcontract out work normally, routinely, or customarily performed by unit members in the Bus Driver classification except to the extent that such work has been contracted out in the past.

Section 2. The District may continue its lawful past practice of utilizing non-bargaining unit members to perform work regularly assigned to unit members covered by this Agreement under the circumstances under which such non-bargaining unit members have done so in the past, and also to perform such work in cases of emergency, for purposes of training, inspection, instruction, in cases where safety is involved, or where bargaining unit members are not available to perform the work in the time required.

Section 3. Non-bargaining unit substitute employees shall be used only to replace bargaining unit members who are absent from work or to fill positions for a reasonable period of time after a bargaining unit position has been vacated and a regular replacement has not been recruited to occupy the vacancy, so long as the District is actively attempting to recruit a replacement, or to fill a newly establishment position for a reasonable period of time necessary to recruit a regular unit member for the vacancy. Any person improperly designated substitute status shall be considered a bargaining unit member entitled to all rights, benefits, and burdens accruing therefrom.

Section 4. The District may employ short-term employees as follows:

- (a) Consistent with applicable provisions of the Education Code, short-term employees perform services to the District which, upon completion, the services required or similar services will not be extended or needed on a continuing basis. Thus, employees in positions not requiring certification qualifications who are hired for a specific work project, which when completed shall no longer be required, and which is work not normally, routinely, or customarily performed by bargaining unit members, shall be excluded from the bargaining unit and the provisions of this Agreement, unless an individual so hired works in excess of seventy-five percent (75%) of a school year.
- (b) The District shall comply with Education Code requirements regarding hiring and retention of short-term employees. If a bargaining unit member works during his/her off time as a short-term employee, the unit member will earn sick leave and vacation (prorated), as per past practice.
- (c) Short-term positions or employees subject to the provisions of Section 1 and paragraph (b), above, shall not be used in a manner which results in the displacement of bargaining unit members, or in a manner which deprives bargaining unit members of regular pay or benefits.
- (d) The establishment of a short-term position not in compliance with (a) and (b), above, shall cause the position to be considered within the bargaining unit, if otherwise applicable, and the position shall be classified and occupied by a bargaining unit member in accordance with the terms of this Agreement.
- (e) The District does hereby agree to defend, if requested by the Association, as well as indemnify and shall save the Association harmless against any and all claims, demands, disputes, suits, or other form of liability that may arise out of, or by reason of, any action taken or not taken by the District in compliance with this Article, including the reasonable cost of any defense made necessary by any such claim, demand, dispute, suit, or other form of liability.

Section 5. Every position not requiring certification qualifications and not specifically excluded from the bargaining unit by the terms of this Agreement shall be classified and included in the bargaining unit. The assignment of a title to a position which otherwise would be considered within the bargaining unit shall not serve to remove the position from the bargaining unit. The District shall notify the Association, in writing, of the use of any short-term employee, and shall exercise its best effort to so notify the Association of the use of any independent contractor who provides services to the District which, under normal circumstances, would be performed by bargaining unit members.

Regarding substitute employees, notification shall be made not later than five (5) working days after the employee(s) has worked more than twenty (20) consecutive days in substitute status.

Section 6. Any dispute regarding the proper utilization of non-bargaining unit individuals providing services to the District normally, routinely, or customarily performed by bargaining unit members shall be grievable by a unit member in the job family in which the services are performed.

Section 7. The District will use its best efforts to hire a substitute under the following circumstances on the first day of absence:

- (a) When it is known that a unit member will be absent for an extended period time, excluding vacation time.
- (b) School Secretary II or III positions at elementary (K-5) or middle school sites (K-8 or 6-8).
- (c) Instructional Assistants - CH and SED only.

Section 8. No substitutes shall be employed for more than fifty (50) working days while the District is actively recruiting a vacant position.

The District may fill the vacant position with a substitute for longer than fifty (50) working days if (1) the District has hired a unit member prior to the fiftieth day and the unit member needs additional time [up to two (2) weeks] to leave his/her prior position, or (2) if the District has posted a position twice (or more) during the 50-day period and less than five (5) qualified persons, as determined by the District, have applied for the position. If the vacant position has been offered to a candidate and if the candidate has accepted but later rescinded, the District's time to fill the position shall begin to run on the date on which the candidate rescinded. At no time shall a vacant position be filled for more than seventy (70) working days under this Agreement.

ARTICLE 9 - NON-DISCRIMINATION

Neither the Board nor the Association shall, in violation of the law, discriminate against any unit members on the basis of race, color, creed, age, sex, sexual orientation, place of residence, national origin, political affiliation, disability, membership or lack thereof in the activities of the unit member organization or because of the unit member's exercise of his/her lawful rights with respect to matters covered by this Agreement.

II. EMPLOYMENT

ARTICLE 10 - RECRUITMENT AND SELECTION OF PERSONNEL

Section 1. Notices of all job openings will be distributed to principals, heads of services, and building representatives of CSEA, who will be responsible for posting them on the classified bulletin board.

Section 2. The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the salary range, and the deadline for filing to fill the vacancy.

Section 3. Notices concerning tests, vacancies, assignments, etc., must be posted for at least five (5) working days, and if changes might affect a unit member not working because school is not in session, notices shall be mailed to probationary and permanent unit members who may be affected by changes and who will not be reporting for work during periods when such unit members are not normally required to work, and who have previously requested the information, or who requested such information in writing.

Section 4. The District shall not employ any students under any secondary school or college work-study program, or in any state- or federally-funded work experience program in any position that would, directly or indirectly, detrimentally affect the wages, hours, transfer, or reassignment of any unit member in the bargaining unit.

Section 5. After employment, for each change in classification, each affected unit member shall receive a copy of the job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the unit member's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

ARTICLE 11 - GENERAL EMPLOYMENT REQUIREMENTS

Section 1. Each person employed in the District shall be fingerprinted at the County Sheriff's Office within ten (10) working days of the date of employment. All costs for fingerprinting shall be paid by the District.

Section 2. Each candidate for a probationary appointment may be required to pass a medical examination conducted by a physician designated and paid by the School District. All bus drivers must have a physical examination at the District's expense at least once every two (2) years.

Section 3. DOT Drug Testing.

Unit members whose duties include the driving of a commercial motor vehicle where a class A or class B driver's license is required as identified in District Administration Regulation AR 4020 are subject to testing for controlled substances and alcohol in compliance with the requirements for such tests as set forth in Title 49 of the Code of Federal Regulations, Part 40. The District shall adhere to the Side Letter of Agreement (side letter) between the parties and AR 4020 which are a part of this agreement as Appendix D. All costs related to administration of DOT Drug Testing except as provided for in the side letter shall be borne by the District.

ARTICLE 12 - PHYSICAL AND MENTAL EXAMINATIONS

Section 1. Each unit member is required to provide evidence that he/she is free from tuberculosis. This may be in the form of a chest x-ray, Tine test, and/or a statement from a medical doctor that tuberculosis is not evident. A report of this examination shall be on file in the Human Resources Division by October 1st every four (4) years. The District will pay the fee as charged in September of each year by the Lung Association of Riverside County, or successor organization, for each x-ray given to a unit member.

Section 2. The District may require a unit member to submit to a psychiatric examination when reasonable cause exists to believe that the unit member is suffering from mental illness of such a degree to render the unit member incompetent to perform assigned duties. Such examination shall be conducted at District expense by a physician selected by the District. The District will arrange for the appointment and, if possible, have it scheduled during the unit member's normal workday.

Section 3. The District may require a unit member to submit to a complete physical examination to be paid by the District, by a physician selected by the District, when good cause exists to believe that the health of the unit member is a detriment to the performance or professional responsibilities. The District will arrange for the appointment and, if possible, have it scheduled during the unit member's normal workday.

Section 4. Time spent in conjunction with the examinations specified in Sections 2 or 3 above shall be time in paid status at the straight-time rate. Additionally, the District shall reimburse the unit member for any mileage (unless the District offers to provide transportation).

ARTICLE 13 - PROBATIONARY AND PERMANENT STATUS

Section 1. All original appointments of unit members, after November 31, 1979, shall be to a probationary period of one hundred ninety-five (195) days in paid status. Such probationary period shall be extended for any paid or unpaid leave longer than ten (10) days, so long as the probationary period does not extend beyond one (1) year.

Section 2. Such probationary unit member may be demoted, suspended, or dismissed at such time during the probationary period and such action shall not be subject to the grievance-arbitration procedure, or to Article 25. Any dismissal notices under this section shall indicate only that the dismissal is a probationary release. Any discussions between the District and the Association regarding the probationary release shall not be cited by either party in any action which may challenge the probationary release.

Section 3. A unit member who is promoted shall serve a probationary period of one hundred thirty-two (132) days in paid status, exclusive of all leaves except paid holidays and vacations. The probationary period for a promoted unit member may be extended an additional period of time in paid status with the written consent of the District, the Association, and the affected unit member.

Section 4. A permanent unit member who is serving a probationary period as a result of promotion and who is found unsatisfactory in the higher position shall be reinstated in permanent status in his/her former position, unless there is cause for dismissal from the former position. Reinstatement to a unit member's former position shall not be grievable or subject to Article 25, but any dismissal shall be grievable under Article 25.

Section 5. Employees who are employed with special funds (such as federal grants) are classified unit members, regardless of the source of funds which sustain or support their position.

ARTICLE 14 - SENIORITY

Section 1. Seniority rights for unit members shall be established by date of hire. Seniority shall be broken by permanent separation of employment.

Section 2. Seniority Lists.

During September of each year, the District will compile an accurate seniority list covering each unit member and class under this Agreement. The seniority list shall indicate current classifications and class seniority as of June 30th of the previous school year. This seniority list shall be posted on the CSEA, Chapter 410, bulletin board at each school site and work location and five (5) copies shall be provided to the CSEA, Chapter 410 President.

Section 3. "Seniority" for the purpose of this Article is defined as follows:

- (a) Seniority for persons hired on or before June 30, 1971, is secured by "date of hire," regardless of number of total hours worked.
- (b) The District Seniority List, in effect on November 7, 1989 shall be frozen for all bargaining unit members as of that date.
- (c) The District will assign seniority numbers to bargaining unit members hired after November 7, 1989 based upon those members' date of hire. "Date of hire" shall mean the unit member's first date of paid service in a probationary position. If two (2) or more unit members have the same date of hire, the District will assign seniority numbers by lot.

ARTICLE 15 - PROMOTION

Section 1. Unit members who meet the minimum qualifications in the job announcement and who score 70% or above on the written test shall be given an interview for any job vacancy within the bargaining unit which can be considered a promotion. For the purpose of this Article, a promotion shall be defined as any change of classification, except reclassification, which results in placement at a higher salary range.

Section 2. The interview panel for each position vacancy as it occurs shall remain the same for all interviews for that position. The interview panel shall consist of at least three (3) persons and shall include a bargaining unit member, an administrator, and a person familiar with the duties of the position.

Section 3. A bargaining unit member shall be selected for a vacant position when:

- (a) the unit member successfully completes the interview process,
- (b) the unit member is as qualified as any other candidate, within the rule of reason, and
- (c) the unit member satisfies the following criteria:
 - Job-related education/training
 - Recent professional growth
 - Overall performance evaluation
 - Specific experience
 - Preferred skills
 - Interests/motivation
 - Satisfactory or better references
 - Certifications/licenses

If more than one unit member meets all of the criteria, the most senior unit member shall be selected.

Section 4. Following completion of each phase of the application process, Human Resources will notify the applicants of the status of their application.

Section 5. Any permanent bargaining unit member may request and shall receive a written explanation regarding the District's decision. Upon request, the Association shall be notified in writing of the names of the bargaining unit members who applied for a promotional vacancy and who have not been selected. Such response is to be received within twelve (12) days of the request.

Section 6. Probationary unit members (including permanent unit members in probationary promotional positions) shall remain in a position for at least one (1) year before a promotion will be approved, except as mutually agreed by the District and the Association. Unit members promoted shall receive no less than a ten percent (10%) increase.

III. HOURS AND ASSIGNMENTS

ARTICLE 16 - TERM OF EMPLOYMENT

Section 1. The workday and the work year for each unit member classification is set forth in Appendix A attached.

Section 2. Prior to the end of each academic year, the District shall notify each unit member who works less than 12 months of a tentative date he/she shall return to work in the succeeding school year. Said unit members shall be entitled to notification of a definite date for return to work not later than seven (7) days after Board of Education adoption of a calendar or resolution setting the first school session day, or by July 1 of each year, whichever occurs first.

Section 3. The school calendar, when adopted by the Board, shall be incorporated by reference herein and shall provide for a ten (10) day Winter Recess and a five (5) day Spring Recess, and shall include any holidays that may occur during the recess periods. The calendar shall also include not less than two (2) additional student non-attendance days during the academic year designated as conference or inservice days, which shall be days in paid status for unit members.

- (a) The CSP calendar need not provide for a ten (10) day Winter Recess and a five (5) day Spring Recess.

Section 4. The academic year is defined as beginning with the first school in session day and ending the last school in session day of each school year. The school year is defined as beginning on July 1 and ending on June 30 of the succeeding calendar year.

Section 5. Unit members in classifications designated in Appendix A working twelve (12) months per year shall work a standard workweek of five (5) consecutive days beginning with Monday of each workweek throughout the calendar year.

Section 6. Unit members designated as less than twelve (12) month unit members shall be assigned to work the academic year plus or minus the number of workdays set forth in Appendix A. During such unit member's annual term of employment, he/she shall work a standard workweek of five (5) consecutive days beginning with Monday of each full workweek during his/her term of employment.

Section 7. The District may extend the work year of an individual unit member or classification if required by the needs of the service, with written notice [no less than ten (10) workdays] to the Association and the individual unit member. A unit member who is offered the opportunity to extend his or her work year (not including positions extended as the result of CSP), in seniority order based upon date of hire, and who consent to extend the work year, shall be paid at the regular rate of pay (including overtime where applicable) during the extended work year.

ARTICLE 17 - ASSIGNMENT AND RECLASSIFICATION OF BARGAINING UNIT MEMBERS

Section 1. Assignments.

- (a) The District shall have authority to assign each new classified unit member. Such assignment shall be made in accordance with the unit member's qualifications and needs and/or in the best interests of the school district. Each bargaining unit member shall be assigned a fixed, regular minimum number of hours per day, days per week and/or months per year on a schedule not inconsistent with the terms of this Agreement and applicable law. The District may change the shift hours of unit members. However, prior to making such a change, the District shall provide an opportunity to the affected unit member to meet with the Director of Classified Employee Services or designee and provide input and express the possibility of alternatives, before the District implements such a change. If the affected unit member declines the shift change, the District shall then seek volunteers within the affected classification District-wide, and shall award the shift change to the most senior unit member within the affected classification who volunteers. If the District receives no volunteers, then it shall designate the least senior unit member within the affected classification District-wide for the shift change (and location change if applicable), and shall provide that unit member with at least 30 working days notice to meet with the District and discuss alternatives, accommodations, or other recommendations. If at the end of the 30 working day period no agreement has been reached with the unit member, the unit member shall be moved pursuant to the noticed change in assignment. The District's initial 30 working day notice to the unit member shall contain, where applicable, the new position, hours, work schedule and/or shift, and the reason for the change. Notwithstanding the foregoing, permanent transfers of current unit members shall be made only in accordance with the transfer article of this Agreement. If, following a shift change pursuant to this subsection, the District subsequently reestablishes a vacant position at the same site, in the same classification, and at the original shift, it shall offer that shift to the unit member whose shift was originally changed, prior to filling that vacant position. The District shall make every reasonable effort to prevent the involuntary shift change of any unit member whose shift has previously been changed within the past two (2) years. Unit members shall have the right to be represented by the Association at any of the above meetings. The District shall not arbitrarily or capriciously change the shift hours of any unit member nor shall shift hour changes be punitive. Shift hour changes shall not be made for the purpose of transferring bargaining unit work to non-bargaining unit employees in accordance with Article 37, Section 4(b). Any proposed shift hour changes not already provided for in this Article having a generalized effect (as defined by PERB) shall be negotiated with the Association in accordance with applicable law. The District may only involuntarily change the shift hours of unit members who were hired into the affected classification after July 1, 1989 in accordance with this Article. However, on a case-by-case basis should there not be any unit member employed in the affected classification after July 1, 1989, and there is a demonstrated need for a change in those shift hours, the District shall notify the Association in writing and the parties shall meet and negotiate the decision and effects of the District's proposal.

- (b) No unit member shall, without the unit member's voluntary written consent, be assigned the duties of a position other than their regularly assigned position for more than ninety (90) working days in any twelve (12) month period.

Section 2. Temporary Out-of-Class Assignments.

- (a) The Superintendent or designee may temporarily assign a unit member outside of his/her classification for a period not to exceed ninety (90) workdays. Any unit member working out of classification for a period in excess of five (5) working days during any 15 calendar day period shall receive payment for the entire period the unit member works out of class, at a step on the salary schedule that ensures the unit member no less than a 10% increase in salary, except where the unit member is at the top step of his or her classification and the top step of the higher classification is not at least 10% above his regular rate of pay, in which case the unit member shall receive payment based upon the top step of the higher classification. A unit member assigned to work in a classification that has an equal or lower salary range shall receive no salary adjustment.
- (b) In making decisions regarding the temporary assignment of out-of-class work pursuant to Section 2(a), above, the Superintendent or designee shall consider factors including, but not limited to: (1) the site and department involved; (2) unit member availability, qualifications and experience; (3) equal opportunity; (4) rotation; and (5) seniority. No unit member shall, without the unit member's voluntary written consent, be temporarily assigned the duties of a position other than their regularly assigned position for more than ninety (90) working days in any twelve (12) month period.
- (c) The grievance and arbitration procedure of this Agreement shall be used for claims for pay for temporarily working out of classification, but not for proposals that position(s) be reclassified. However, if at any level of the grievance procedure the parties agree that the issue involved is one of reclassification rather than out-of-class work, the time limits in the grievance procedure shall be held in abeyance to allow the parties to implement Section 4, below. Should such be unsuccessful, the grievance and arbitration procedures of this Agreement may then again be used to continue to pursue the issue of "working out of classification."
- (d) Unit members may be assigned duties that may be outside the job classification. Such assignment shall be reasonable and limited and may include responsibilities for maintaining the safety and well-being of students. Such assignments shall be in accordance with this Article.

Section 3. Reclassifications.

- (a) Whenever the regular ongoing duties performed by an incumbent for more than ninety (90) days are not fixed and prescribed for the position or reflected in or reasonably related to the specific statement of duties required to be performed as set forth in the job description for the position, the unit member shall, upon written request, be reclassified. It is the intent of this section to provide for reclassification only where there has been a substantial or significant increase or change in the duties being performed by an incumbent in such a position, and where such increases or changes are not temporary in nature. Reclassification is not appropriate based only upon an increased volume of work or based only upon an

incumbent's special or unusual skills or qualifications (unless the unit member is required to use such skills or qualifications in the position). Reclassification of positions and the effects on incumbents shall take place only in accordance with Section 4, below.

- (b) Reclassification is distinct and separate from the upgrading of salary ranges of positions where the duties have not substantially or significantly increased or changed. Such upgrades are not subject to the provisions of this article, but shall be subject to the collective bargaining process when salaries are next open for negotiation.

Section 4.

- (a) This procedure shall be used for disputes regarding reclassification of positions as defined in Section 3 above.
- (b) The parties shall meet and consult regarding any reclassification matters that arise under Section 3(a), above. If agreement is reached between the parties, the result shall be submitted to the Board of Education and, if ratified, shall be implemented, and if as a result of the reclassification a new classification is created, that new classification shall be incorporated into the Agreement.
- (c) If agreement or Board ratification is not obtained, the reclassification issue shall be submitted to a committee for which the District shall appoint four (4) representatives and the Association shall appoint four (4) representatives, for the purpose of attempting to resolve the reclassification issue. (The members of either the District's team or Association's team may be changed. In addition, either team shall be allowed to include in its discussions individual members of the bargaining unit who would be directly affected by any outcome of the reclassification issue.) In the event the reclassification issue is not resolved by the joint team discussions, the Association and/or District may submit the remaining outstanding reclassification issue to one neutral from the California Mediation and Conciliation Service. The neutral to be used shall be selected by striking names, as provided in Article 40, Section 6(b). The decision of the neutral shall be final and binding.

Section 5. The District will comply with PERB law when it establishes or creates a new job classification or makes a significant change in the duties of an existing classification to which this Agreement applies.

Section 6. When a position is reclassified, the incumbent shall be entitled to serve in the new position, and shall be assigned the same step that the unit member held prior to reclassification.

Section 7. Any involuntary downward adjustment of any position or class of positions shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of this Agreement.

Section 8. Voluntary Demotions.

- (a) A unit member may voluntarily demote into an assignment in a position in a classification at a lower salary range for which the unit member meets the minimum qualifications, provided there exists a vacancy that would otherwise be filled by

transfer, promotion or outside hire, and further provided the District agrees to such a demotion. The District shall not withhold its agreement to such a demotion arbitrarily or capriciously, and will provide reasons for denying any demotion upon a written request from the unit member submitted to the District within ten (10) calendar days of transmittal of the denial of the demotion to the unit member.

- (b) A unit member who voluntarily demotes into a lower classification in which he/she previously passed probation shall not be required to pass an additional probationary period. A permanent unit member who voluntarily demotes to a classification in which he/she has not previously passed probation shall be required to serve a probationary period of one hundred thirty-two (132) days in paid status, exclusive of all leaves, except paid holidays and vacations. The probationary period may be extended by mutual agreement among the District, the Association and the unit member. Article 13, Section 4 shall apply to permanent unit members who are voluntarily demoted in the same manner as though the unit member had failed a promotional probationary period.
- (c) All applications for voluntary demotions shall be submitted and processed in accordance with the procedures for voluntary transfers as set forth in Article 22.

Section 9. If a unit member is reassigned to a different classification (in the same salary range) in which the unit member has not previously passed probation within said classification, the unit member shall serve a probationary period of one hundred thirty-two (132) days in paid status, exclusive of all leaves except paid holidays and vacations. The probationary period may be extended by mutual agreement between the District, the unit member, and the Association. Article 13, Section 4 shall apply to such reassigned unit members.

Section 10. The salary range for a Food Service Assistant I shall be "5" for the first year of employment, and shall be raised to "7" after the unit member successfully completes one (1) continuous year of District employment as a Food Service Assistant I and one (1) course in sanitation, food services, or other similar course. All course work shall be pre-approved by the Food Services Manager, and shall be done on non-work time. All Food Service Assistant I unit members hired on or before January 1, 1985, shall move to Salary Range 7 effective January 1, 1985, upon proof of compliance with the course requirement set forth above. Such unit members shall remain in their current column placement until their next regular anniversary date. The Association and the District shall submit a list of approved courses to the Food Services Manager.

Section 11. Flexible Scheduling.

- (a) A permanent unit member may be permitted to exchange workdays with another permanent unit member in the same classification.
- (b) An exchange contract will be agreed to between the two unit members and signed by each.
- (c) The signed agreement shall then be submitted to the immediate supervisor for approval at least ten (10) workdays prior to the beginning of the exchange. The immediate supervisor shall not disapprove a proposed exchange arbitrarily or capriciously. If disapproved, the reasons for disapproval shall be in writing.

Any unit member who does not fulfill his/her responsibilities under the exchange shall be subject to discipline. The unit member scheduled to work under the exchange agreement will be held responsible if neither unit member appears for work.

- (d) Unit members may take the opportunity to attend conferences, workshops, or meetings which have been scheduled during periods of time when traditional calendar unit members are on recess. Unit members wishing to participate in such events will be able to exchange days with off-track unit members. The on-track unit member will then arrange to cover an equal number of days for the cooperating unit member.
- (e) Applications for exchange days should be filed with the site administrator as soon as practicable but in no event later than five (5) working days before the exchange. Specific arrangements will be noted on a standard District form.
- (f) Failure to carry out the service obligations under the approved exchange agreement shall result in a loss of pay for the unit member who fails the contractual agreement, unless otherwise on approved leave of absence pursuant to this Agreement.

Section 12. CSP Days of Work.

CSP unit members on an academic year calendar (182 days) shall be assigned the same number of days of work as unit members in the same job classification on a traditional calendar, subject to the provisions of the collective bargaining agreement, unless the District and the Association agree otherwise.

Section 13. Work Load.

The District will make a reasonable effort to maintain parity of work load among positions within each classification.

Section 14. Split Shift.

Any unit member may be required to work a split shift and to work at more than one school. A split shift for the purpose of this Agreement is an unpaid, non-working period between two (2) paid work periods, not to exceed a two (2) hour duration, not including the meal break of the affected unit member. In any instance where a unit member is required to work at more than one school and the period between shifts is one-half (1/2) hour or less, such time shall be time in paid status for the period of time required to transit from one school to another. The standard mileage reimbursement shall be provided only for required travel to the second school.

ARTICLE 18 - HOURS AND ASSIGNMENTS OF BARGAINING UNIT MEMBERS

Section 1. A unit member shall be given annual notice of his/her work assignment for the forthcoming year by July 1. In the event that changes in such assignment are proposed, the unit member affected shall be notified promptly. Any change shall be in accordance with applicable law.

Section 2. The workday and workweek of regular, full-time employment shall be eight (8) hours per day exclusive of meal time, and forty (40) hours per week. The workweek starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight. Notwithstanding the foregoing, the regular workweek for unit members shall be from Monday through Friday, except as set forth below. The District may employ persons in bargaining unit positions who have a regular, minimum assignment of less than eight (8) hours per day and/or forty (40) hours per week; such positions shall be deemed "part-time" positions. The District may, through authorized management/supervisory personnel, order and authorize unit members to perform extra work in addition to such unit member's regular, minimum assignment. Extra work so ordered and authorized shall be compensated at the unit member's regular rate of pay, unless such results in overtime as set forth in this Agreement. The District may assign a workweek different than Monday through Friday under the following circumstances:

- (a) Current unit members who voluntarily consent to such reassignment;
- (b) New unit members may be so assigned initially;
- (c) Current unit members may be offered such in lieu of layoff in accordance with the provisions of this Agreement;
- (d) Current unit members already so assigned.

Section 3. The District shall be permitted to fill vacant positions below the minimum daily hours required by Appendix A.

Section 4. Reduction in the daily hours of a unit member or an occupied position (whether voluntarily in lieu of layoff or involuntarily) shall not exceed twenty-five percent (25%) of the hours assigned to the position at the time of reduction, shall not result in assignment below the minimum required by Appendix A, and shall be accomplished in reverse order of seniority based on District date of hire.

- (a) Unit members thus reduced in hours and unit members working at less than the maximum hours set forth in Appendix A shall, wherever practicable and consistent with the needs of the District, be offered increased hours in classification, in order of seniority based upon District seniority number, as additional hours become available, prior to the District hiring new unit members in that classification.
- (b) A unit member reduced in hours for whatever reason shall continue to receive District provided unit member benefits at the same level received when working the daily hours previously assigned for a period of one calendar year.

Section 5. Unit Members:

- (a) Shall attend all meetings called by their supervisors provided same is within their job station time allocation.
- (b) Whose hours of assignment are less than eight (8) hours per day, who have completed probation, and who meet District substitute requirements for the particular position may work in substitute positions or short term assignments that are limited to 19 consecutive days in the same position/assignment and do not exceed eight (8) total hours per day, 40 hours per week, including their regular assignment. Substitute positions or short term assignments shall not be in conflict

or in lieu of the unit member's regular assignment. Other than provided for in Section 2 of this Article, unit members shall have the option to accept or decline substitute positions or short term assignments. Compensation shall be at established rate for the particular position or assignment. Hours worked in substitute positions or short term assignments shall not be included for calculation of statutory/medical benefits.

Section 6. If a part-time unit member works a minimum of thirty (30) additional minutes or more in excess of his part-time assignment for more than twenty (20) consecutive workdays, the position will be changed to reflect the longer hours.

Section 7. All unit members who work five (5) hours or more during a workday covered by this Agreement, shall be entitled to a meal period of not less than thirty (30) minutes, or more than one (1) hour, uninterrupted, to be assigned by the immediate supervisor. In no case shall a unit member work more than four and one-half (4-1/2) consecutive hours without being assigned a meal break. Notwithstanding the foregoing, a unit member assigned no more than six (6) hours during the workday may, with the mutual consent of the District, waive the meal period. If the management supervisor and food service personnel mutually agree, the provisions of this paragraph may be waived.

Section 8. Unit members shall be entitled to break time in accordance with the below.

- 3 hour unit members will be given a 15 minute break.
- 4 hour unit members will be given a 15 minute break.
- 5 hour unit members will be given 20 minutes of break time.
- 6 hour unit members will be given 25 minutes of break time.
- 7 and 8 hour unit members will be given 30 minutes of break time.

No break shall exceed fifteen (15) minutes. No unit member shall be assigned more than two (2) break periods per workday not counting the meal break. The above schedule is for all unit members covered under this Agreement. It is understood that the break periods cannot be combined, nor can they be so scheduled to increase a meal break or shorten the workday.

Section 9. Any unit member whose regular, eight (8) hour work schedule includes working three (3) hours or longer of any shift after 5:00 p.m. or three (3) hours or more of any shift before 8:00 a.m. shall receive a nine percent (9%) differential in pay.

Section 10. The District shall make available at each work site adequate lounge, restroom, and lavatory facilities for unit member use. Each unit member shall ordinarily utilize the lounge, restroom, and lavatory facilities nearest their daily assigned work areas.

Section 11. If a unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the unit member is entitled to vote, the unit member shall request sufficient time in advance for the District to arrange for such voting by the unit member, if possible, without loss of pay.

Section 12. Any unit member called in to work to return to duty station after hours or to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours at the appropriate rate of pay under this Agreement. To receive such pay, the District may require the unit member to perform duties within their job classification for two (2) hours.

ARTICLE 19 - GUIDELINES FOR OVERTIME WORK

Section 1. In determining a unit member's eligibility for pay at the overtime rate, all paid status time must be considered as time actually worked. This includes sick leave, industrial accident leave, paid vacation and holidays, or any other paid leave, in addition to actual time worked.

Section 2. The normal workday shall be eight (8) hours; the normal workweek forty (40) hours. Hours worked above eight (8) hours in any day are overtime, even though the total hours for the workweek are not over forty (40). The District will compensate for overtime at a rate of one and one-half (1-1/2) times the hourly rate set forth in Appendix B.

Section 3. The workweek is five (5) consecutive days for unit members. Work on the sixth (6th) and or seventh (7th) day will be compensated at one and one-half (1-1/2) times the hourly rate set forth in Appendix B. Unit members whose average workday is less than eight (8) hours per day shall be paid straight time up to eight (8) hours per day for five (5) days and will be compensated at time and one-half (1-1/2) for work on the sixth (6th) and seventh (7th) consecutive day.

Section 4. When compensation time off is authorized, in lieu of cash compensation, such time must be approved by the immediate supervisor. Unit members may elect cash compensation in lieu of accepting compensatory time off. The election shall be made in the pay period in which the overtime was worked.

Section 5. Overtime shall be offered in such a manner as to distribute as equally as is practical.

Section 6. Overtime or extra time must be ordered and authorized by the District before compensation or compensatory time off is approved.

Section 7. The District shall not allow unit members to perform overtime or extra time work without the payment of compensation at the applicable rate of pay. Unit members who perform work in variance with this provision may be subject to disciplinary action.

Section 8. Notwithstanding the provisions of Section 2 of this Article, the District may establish a ten (10) hour per day, forty (40) hour, four (4) consecutive day workweek for all, for certain classes of the bargaining unit, or for unit members within a class when, by reason of the work location and duties actually performed by such unit members, their services are not required for a workweek of five (5) consecutive days, provided the establishment of such a workweek has the concurrence of the concerned unit member(s) as determined by the Association. When a four (4) day workweek is established, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed ten (10) hours. Work performed on the fifth (5th), sixth (6th), and seventh (7th) days shall be compensated for at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the unit member designated and authorized to perform the work.

ARTICLE 20 - CONTINUOUS SCHOOL PROGRAM

Section 1. General: The District intends to implement Continuous School Program (CSP) schools in the 1990-91 school year at the K-5 levels. The District will provide no less than one hundred (100) workdays' notice to the Association prior to implementing CSP education at any particular site in order that the Association can participate in planning and providing input prior to decision making.

In addition, if the District decides to implement CSP schools at grade levels other than K-5, it will give one hundred (100) workdays' notice of such intent to the Association and will meet and negotiate in good faith regarding issues arising because of the implementation at the additional grade levels. The parties will make reasonable efforts to meet at least twice a month during the one hundred (100) workday period subject to the availability of the parties. If the District and the Association have not reached agreement by the end of the one hundred (100) workday period, the parties will continue to meet and negotiate in good faith, and both parties retain all PERB rights in regard to the implementation. Upon mutual consent, the District and the Association may meet and negotiate new matters arising as a result of the implementation of CSP programs during the term of this Agreement.

Section 2. Communications.

- (a) Each CSP site administrator shall make reasonable efforts to communicate appropriate District announcements to unit members who are off-track. Examples include information regarding application for transfers and leaves, extra duty assignments, school events such as Open House, Back-to-School, holiday observances, and staff election matters.
- (b) The District shall, upon request by a unit member, make reasonable efforts to notify that unit member during intersession or off-track assignment of any appropriate posted openings which may arise during intersession or off-track assignment. The unit member's request shall be in writing and will include a mailing address.

Section 3. Program Termination. If the District decides to eliminate CSP at one (1) or more sites, the District will provide the Association no less than one hundred (100) workdays notice.

Section 4. Closing Language.

This Article specifically addresses the CSP program. Benefits, compensation, or privileges that have been omitted in this Article will revert to the appropriate articles in this contract.

ARTICLE 21 - EXTENDED ASSIGNMENTS

Section 1. Anticipated staffing needs for summer assignments and summer school programs will be posted by the District on unit member bulletin boards. The listing will be posted as soon as reasonable.

Section 2. Job posting as described above in all cases shall be contingent upon the needs of the summer programs. Employment offers for summer appointment may be rescinded if there is insufficient enrollment and/or lack of need for the program.

Section 3. No unit member shall be required to work summer assignments unless such unit member is a twelve (12) month unit member.

Section 4. When the abilities and competence of two (2) or more unit members seeking the same summer assignment are equal, the senior unit member shall be selected.

(a) Seniority shall be based on latest date of hire with the District and is the tie breaker in each of the categories set forth in (b) below.

(b) Applicants shall be considered in the following order:

First, from applicants who either hold the classification or have previously held the classification;

Second, from applicants in related classifications; and

Third, from applicants in other classifications.

Section 5. A unit member shall, for work performed in a classification during the summer, receive on a prorated basis the salary and benefits which are applicable to work performed in the same classification during the regular academic year. However, health and welfare benefits shall not be payable for summer assignments.

Section 6. A unit member shall be given preference over a short-term employee under Article 8, Section 4, for work performed in the same classification during the summer and, if qualified, for work performed in a different classification during the summer. A unit member who performs summer work in any classification within the same job family as that unit member's permanent assignment shall accrue seniority for the summer work.

Section 7. A unit member who works as a substitute in a position within the same classification during his/her non-work year, i.e., off-track or summer, shall be paid 120% of the substitute rate for that classification (see Appendix B-1).

Section 8. Extended Year Assignment.

(a) The District will post openings for intersession assignments if it determines such sessions will be held. Unit members shall apply for intersession assignments and selections for assignments shall be made as set forth in this Article.

(b) The District may extend the work year of an individual unit member or classification, if required by the needs of the service, with written notice [no less than ten (10) workdays] to the Association and the individual unit member. A unit member who is offered the opportunity to extend his or her work year, in seniority order based upon date of hire, and who consents to extend the work year, shall be paid at the regular rate of pay (including overtime where applicable) during the work year. In the event some CSP positions are longer than the contract work year, these positions will be filled by the incumbents or, if vacant, by following the transfer, promotion, and selection procedures provided in the collective bargaining agreement and District policies and procedures, including but not limited to the seniority procedures in the collective bargaining agreement.

Section 9. Substitutes/Intersession.

- (a) A unit member not on duty status will be allowed but not required to substitute, subject to the approval of the immediate supervisor. If the supervisor does not approve, he/she will provide reasons in writing upon the request of the unit member.
- (b) The District will follow the requirements of this Article in employing unit members for any intersessions that the District decides to hold.

ARTICLE 22 - TRANSFERS

Section 1.

- (a) For the purposes of this Article, "transfer" shall consist of a temporary or permanent change in work location of a bargaining unit member from one (1) work site to another work site or one (1) District division to another within the same classification within the District. Such a transfer does not encompass the process of assignment or reassignment of a specific position, responsibilities within the department or work location. Transfers do not include any redistribution of work consistent with Article 14, Section 1. A bargaining unit member assigned to more than one (1) work site shall be considered as being transferred only when one (1) or more of the bargaining unit member's assignment is changed from one (1) work site to another. Involuntary transfers shall not be made outside the classification of the unit member unless by mutual consent between the unit member and the District.
- (b) Probationary unit members (including unit members in probationary promotional positions) shall remain in a position for at least one (1) calendar year before a transfer request will be approved, except as mutually agreed by the District and the Association.

Section 2. Voluntary Transfers

- (a) Unit members may request a transfer to positions of the same classification.
- (b) Any vacancies, including full or part-time and newly-created positions, shall be posted by the District for not less than five (5) working days at all work sites prior to being filled on a permanent basis. Unit members requesting a voluntary transfer must participate in a screening and informal interview process. To determine candidate eligibility, the following criteria shall be utilized:
 - Job description
 - Satisfactory or better performance evaluations
 - Specific experience
 - Preferred skills
 - Interest/Motivation
 - Satisfactory or better reference (s)

If more than one (1) unit member meets all of the criteria, the most senior member shall be selected.

- (c) The request for transfer will be sent to the District Human Resources Division. A request for transfer shall remain active for a one (1) year period.
- (d) No unit member shall be overtly or indirectly pressured by the District to seek a voluntary transfer.
- (e) In the event that a voluntary transfer request is denied, the Unit member shall, upon written request submitted to the District within ten (1) working days of the denial, be informed of the specific reasons for such a denial in writing. The District's written response shall be provided to the unit member within ten (1) working days of receiving the unit member's written request.

Section 3. Involuntary Transfers.

- (a) An involuntary transfer is any transfer not sought, requested or agreed to by the unit member transferred. Involuntary transfers shall not be punitive or disciplinary in nature, absent due process.
- (b) The District shall make involuntary transfers at any time for the following reasons only:
 - (1) to establish or maintain necessary capabilities at any school or program of bilingual instruction;
 - (2) whenever such transfer will benefit the educational program or service;
 - (3) to accommodate the addition or deletion of program(s) at any school;
 - (4) to accommodate emergencies by temporary transfers;
 - (5) disciplinary transfers in accordance with Section 3, subsection (a) above;
and,
 - (6) to establish or maintain a mix of experience of such staff.
- (c) Where practicable, the District will consider voluntary transfer requests before involuntarily transferring a unit member. However, involuntary transfers may take precedence over voluntary transfers for the good of the employees or the needs of the District.
- (d) The District will make every reasonable effort to prevent the involuntary transfer of any unit member previously transferred within the past two (2) years, unless the previous transfer was for disciplinary reasons as provided in Section 3, subsections (a) and (b) above.

- (e) In the event that circumstances required that a unit member may be involuntarily transferred, the unit member shall be informed of the reason(s) for the transfer in writing at least ten (10) working days prior to such action if feasible, but in no event less than five (5) working days prior to the effective date of the transfer. The unit member shall be afforded the opportunity to meet with a representative from Human Resources Division regarding the proposed transfer as soon as practicable.
- (f) If there are two (2) or more unit members at a site who are to be considered for a transfer based upon the factors listed in Section 3, subsection (b) above, and all other factors are reasonably equal, then the least senior unit member (on a District seniority basis based upon seniority number) shall be selected.
- (g) An involuntary transfer shall not result in the loss of compensation or fringe benefits to the unit member.
- (h) A unit member may be involuntarily transferred for cause. In such an instance, the cause stated for the transfer shall be part of the unit member's evaluation or a written notice defining the cause leading to the transfer shall, upon request, be sent to the unit member.
- (i) In cases other than involuntary transfers for cause or for disciplinary reasons as provided for in Section 3, subsections (a) and (b) above, if the transferred unit member requests a transfer pursuant to Section 2 of this article, that unit member will receive top priority in filling the open position.

Section 4. Medical Transfers.

- (a) Notwithstanding the other provisions of Article 22, if a unit member is medically unable to satisfactorily perform his/her regular employment duties, the District shall have the option to assign the unit member to an alternate assignment which the unit member is medically capable of performing, after consultation with the unit member. The hours associated with the alternate position shall be no more than approximately the hours formerly worked without the consent of the unit member, but may be less than the hours formerly worked. The unit member's salary shall be the same as that assigned to the unit member's former position, unless the salary for the new position is higher than that of the former position, whereby the unit member shall receive the higher salary. Health and welfare benefits and sick leave will be calculated according to the actual hours worked or the number of hours in the former position, whichever is greater. As positions become available, if medically capable, the unit member shall be reinstated to his/her former classification.
- (b) A unit member who refuses assignment to an alternate assignment which the unit member is medically capable of performing is subject to immediate termination.
- (c) In the case of layoffs, layoffs shall be in accord with applicable law. However, in no case shall a unit member receive priority on the layoff list solely due to the fact that the unit member was placed on medical leave prior to being placed on the layoff list.

- (d) When a unit member has been transferred to an alternate assignment pursuant to the provisions of this section, and the period of time has elapsed during which that unit member would have been entitled to receive paid leave, if the unit member is still not medically capable of returning to his/her former assignment, the District may offer the unit member continued employment in the unit member's alternate assignment. The salary at that time will be the salary associated with the alternate assignment, and all fringe benefits, including health and welfare benefits and sick leave, will be calculated according to the actual hours worked. The unit member at this time shall have the option to reject further assignment in the new position. If that occurs, the unit member's employment with the District shall cease, but the unit member shall retain all reemployment/reinstatement rights provided under applicable law.

Section 5. Transfer To and From Continuous School Program.

- (a) The District shall make every reasonable effort to have participation in the CSP voluntary on the part of all unit members.
- (b) Unit members presently assigned to schools designated as CSP shall have the right to remain at those sites unless they become subject to involuntary transfer pursuant to this Article.
- (c) CSP transfer requests shall be done in accordance with the provisions of this Article of the Agreement, except as provided below:
 - (1) The District shall make every reasonable effort to transfer those unit members who do not wish to work in schools designated as CSP sites. Such unit members shall be given the first opportunity to transfer to vacancies in traditional school program sites.
 - (2) The District shall make every reasonable effort to make transfers to, from, and within CSP prior to consideration of other transfer requests or the hiring of outside applicants. Seniority will be used as provided in this Article and any article utilizing seniority as a reference in this Agreement will be modified as follows: Seniority number will be used in place of hours in paid status. Hours in paid status, as a reference of seniority, will be frozen as of November 7, 1989, and date of hire seniority computation will begin from that date.
- (d) Within ten (10) workdays after the District notifies all unit members that a particular school has been designated as a CSP site, a unit member who wishes to leave must notify, in writing, the site administrator of his/her intention. The District shall provide the unit member with a list of all openings at traditional school program sites.
- (e) Within fifteen (15) workdays after the District announces that a particular school has been designated as a CSP site, the District shall post, at all school sites, any available openings at CSP sites. Unit members interested in being transferred to a particular opening shall notify the Human Resources Division in writing within ten (10) workdays from the date of posting.

- (f) The District will provide four (4) hours release time to a unit member involuntarily transferred to, from, or within CSP in cafeteria, custodial, library, or clerical classifications for the purpose of relocating.
- (g) The District will make every reasonable effort to avoid involuntarily transferring a track-based unit member after the beginning of the track to which the unit member is assigned.

IV. SUPERVISION AND EVALUATION

ARTICLE 23 - PERSONNEL FILES

Section 1. The Board shall maintain the personnel files of unit members at the District Central Offices. Such files shall be available for inspection as set forth hereafter. There shall be no right of inspection to any other files relating or pertaining to unit members which may be kept by building administrators or others, but any disciplinary action taken against a unit member may be based only on materials which are contained or placed in the District Office personnel file. Unit members shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the unit member's personnel file. The foregoing shall not preclude the imposition of discipline including termination prior to the expiration of the ten (10) day period.

Section 2. Every unit member shall have the right to inspect his or her personnel file upon request provided that the request is made at a time when such person is not actually required to render services to the Board and when the Human Resources Specialist responsible for the unit member files is available to be in attendance. Personnel files, which may be inspected, shall not include such materials as rating, reports, or records which were obtained prior to the employment of the person involved or were prepared by identifiable examination committee members or were obtained in connection with a promotional examination.

Section 3. Information of a derogatory nature, except materials mentioned in Section 2 above, shall not be entered or filed unless, and until, the unit member is given notice in accordance with Section 1 of this Article. A unit member shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during business hours, and the unit member shall be released from duty during other than student hours for this purpose without salary reduction.

Section 4. All unit members who want to inspect their personnel file shall make an advance appointment. Personnel files shall be available for inspection during regular office hours each day the office is open for business and during the District Office lunch hour at least two (2) days per week.

Section 5. For the purpose of confidentiality, each personnel file at the District Office shall have a sheet provided therein for any person who inspects the file to indicate his or her name and the date of inspection. The District shall issue instructions that all persons, except clerical personnel, shall sign and date such sheet.

Section 6. All material of any evaluative or derogatory nature placed in a personnel file shall indicate the date it was prepared or placed in the file and who was responsible for its preparation.

Section 7. The Association has the right to inspect a unit member's personnel file upon presentation of written authorization from that unit member. Such inspections shall be at reasonable times and in accordance with Sections 2 and 5 of this Article.

ARTICLE 24 - PERFORMANCE EVALUATION

Section 1. The performance of unit members shall be reviewed and evaluated periodically.

- (a) Permanent unit members shall receive a written evaluation at least once each year. The district may elect to evaluate permanent unit members every other year when they meet or exceed expectations in the prior year's written evaluation. The District will notify unit members that they will not be evaluated in the year of (appropriate year) due to their rating of meets or exceeds expectations on the prior year's evaluation.
- (b) Probationary unit members are subject to written evaluation at the end of the second month and each third month thereafter during the probationary period and shall be evaluated at the end of the probationary period.

Section 2. The evaluation of unit members shall be conducted by the unit member's immediate supervisor.

- (a) All persons responsible for evaluation will be trained periodically in the skill of evaluation.
- (b) All evaluations conducted by persons not designated as management shall be reviewed and countersigned by the designated management person to the area of employment of the unit member in question.
- (c) The evaluator and the unit member shall discuss the evaluation, the unit member being evaluated, and the management supervisor if the evaluator is not a designated management person. The unit member's signature indicates only that the unit member has seen the evaluation, and does not necessarily indicate concurrence with the evaluation.
- (d) Every effort shall be made to complete all evaluations no later than May 30 of each year. Unit members shall be given a copy of their proposed evaluation at the time the unit member signs it or is given an opportunity to sign it.
- (e) A copy of each evaluation shall be placed in the unit member's personnel file. The unit member may submit an attachment to the evaluation if it is believed that clarification of the unit member's position is desired or if the unit member believes statements on the evaluations are incorrect. No evaluation shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.
- (f) In the event the evaluator assigns a rating of "Needs Improvement", the evaluator shall include an explanation of the reason(s) for such marking(s) and provide recommendation(s) for ways to improve performance or develop an improvement plan with the unit member to correct the deficient area(s).
- (g) In the event the evaluator assigns a rating of "Unsatisfactory", the evaluator will develop an Improvement Plan with the unit member to correct the deficient area. For a probationary employee, the foregoing shall not apply if the evaluator recommends termination.

Section 3. Unscheduled performance evaluation reports recognizing outstanding or significantly improved performance may be made at any time by the unit member's supervisor. Such reports may be made a part of the unit member's personnel file with the unit member's permission.

Section 4. Only the evaluation process and not the evaluation itself shall be grievable under this Agreement.

Section 5. Notwithstanding Section 4 above, alleged false statements of fact may be appealed to the Superintendent or his/her administrative designee, whose determination shall be final.

Section 6. Evaluations for unit members are meant to be corrective in nature rather than punitive and not to be used as a means of disciplining a unit member, but rather as a means of formal notification of performance which, if deficient, and if the deficient performance continues, may lead to disciplinary action. The use of performance evaluations in disciplinary action shall be limited to a showing that the District has notified the unit member of perceived deficient performance, and the unit member's rebuttal, if any, shall be considered in determining the applicability of the evaluation to the proposed discipline.

ARTICLE 25 - WRITTEN REPRIMANDS, CORRECTIVE ACTION AND DISCIPLINE FOR PERMANENT UNIT MEMBERS

Section 1. General Definitions. The continued employment of permanent unit members is contingent upon proper performance of assigned duties and personal fitness for service. For purposes of this Article, the following definitions apply:

- (a) **Written Reprimand.** A written reprimand is a statement in writing, other than an evaluation, that gives notice to a unit member of improper performance of assigned duties or unfitness for service, without imposing a corrective action, suspension without pay, demotion or termination. Letters of Concern, Letters of Warning and Letters of Reprimand are all considered written reprimands. Written reprimands may be challenged or appealed only as set forth in Section 2, below.
- (b) **Corrective Action.** A corrective action is defined as suspension without pay for five (5) days or less. Corrective actions may be challenged or appealed only as set forth in Section 3, below.
- (c) **Discipline.** Discipline is defined as suspension without pay for more than five (5) days, involuntary demotion, or involuntary termination. Discipline may be challenged or appealed only as set forth in Section 4, below.

Section 2. Written Reprimands.

- (a) The affected unit member may request a conference with the supervisor issuing the written reprimand within five (5) workdays of receiving the written reprimand. The unit member may, at the unit member's request, be represented by the Association at this conference. The District shall inform a unit member in writing of any written reprimand to be placed in the unit member's personnel file prior to placing in the file.

- (b) In accordance with the rights contained in Article 23 - Personnel Files, the unit member shall have the right to attach a written rebuttal or response to any written reprimand.

Section 3. Corrective Action.

- (a) Corrective action shall be initiated at a management level not lower than the Director, Classified Employee Services.
- (b) Prior to imposing a corrective action upon a unit member, the District shall serve upon the unit member either in person or by certified mail, return receipt requested, a notice of proposed corrective action, including notice of the cause of the corrective action, the proposed length of the corrective action, and the date(s) on which the corrective action shall begin. The notice shall inform the unit member of his/her right to an informal conference, and shall state that he/she must request an informal conference within five (5) workdays of the service of the notice and that failure to request an informal conference within the time limits waives the unit member's right to challenge the proposed corrective action. The unit member may appeal the proposed corrective action to the Assistant Superintendent-Human Resources or designee by notifying the Assistant Superintendent-Human Resources in writing of the appeal within five (5) workdays of the date of the notice of proposed corrective action. The Assistant Superintendent-Human Resources (or designee) shall issue a written decision and shall serve such decision on the unit member as provided above. The District may then impose the corrective action. In no case shall the outcome of this conference be more severe towards the unit member than that originally proposed in the notice of proposed corrective action. The unit member may appeal the decision of the Assistant Superintendent-Human Resources (or designee) to the Board of Education, whose decision in the matter shall be final. The unit member's notice of appeal to the Board of Education must be received by the Assistant Superintendent-Human Resources within five (5) workdays of the date of the Assistant Superintendent's, Human Resources written decision. In no case shall the designee be the same person who initiated the corrective action or discipline.

If the unit member does not request an informal conference as above provided, or if the unit member fails to participate in the informal conference when scheduled, the notice of proposed corrective action shall be the final and binding decision of the corrective action to be imposed.

Section 4. Discipline.

- (a) The District may impose corrective action or discipline on permanent unit members for just cause. Grounds for corrective action or discipline shall include but not be limited to the following:
 - (1) Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability or failure to perform the assigned duties in a satisfactory manner.
 - (2) Insubordination, failure to obey reasonable direction or observe reasonable rules of School District superiors, or willful and/or persistent violation of the provisions of the District policies and the Education Code.

- (3) Conviction of any felony, conviction of a misdemeanor involving moral turpitude, dishonesty harmful to public service, immoral conduct harmful to public service, drunkenness on duty, addiction to or use of narcotics, or fraud in obtaining employment with this School District.
 - (4) Political activity during the assigned hours of duty.
 - (5) Willful failure of good conduct tending to injure the public service.
 - (6) Physical or mental incapacity, consistent with law.
 - (7) Absence from duty without leave, including excessive tardiness, or falsification of any request for sick leave pay.
 - (8) Violation of Article 42 of this Agreement.
 - (9) Abandonment of position, upon the unit member's absence without notification to the District for three (3) or more days, unless the unit member was totally incapacitated during the notice period (3 days).
- (b) The District shall serve on the unit member and the Association a notice of proposed discipline. Such service may be in person or by certified mail, return receipt requested. The notice shall include at least the following:
- (1) A statement of the cause for the proposed discipline, including the specific cause for discipline as set forth in Paragraph (a) above.
 - (2) A statement of the unit member's right, upon request, to an informal conference with the Assistant Superintendent-Human Resources or designee.
 - (3) A statement that the unit member must request in writing the informal conference within ten (10) workdays from the date the notice is mailed via United States Certified Mail to the unit member's address of record or within five (5) workdays of actual receipt, whichever is shorter, and a statement that failure to request an informal conference within the time limits waives the unit member's right to challenge the proposed discipline.
- (c) If the unit member requests an informal conference as described in Paragraph (b)2 above, the Assistant Superintendent-Human Resources or designee (other than the initiator of the action) shall conduct the conference. The unit member may request Association representation at the informal conference. The District shall notify the unit member in writing within five (5) workdays of the informal conference as to whether it intends to impose the discipline specified in the notice of proposed discipline, to withdraw the notice, or to impose some lesser discipline, written reprimand, or corrective action. In no case shall the outcome of this conference be more severe towards the unit member than that originally proposed in the notice of proposed discipline. If the unit member does not request an informal conference as above provided, or if the unit member fails to participate in the informal conference when scheduled, the notice of proposed discipline shall be the final and binding decision of the discipline to be imposed.

- (d) If the unit member is dissatisfied with the decision of the Assistant Superintendent-Human Resources (or designee) at the informal conference, he/she may request a formal hearing. Such request must be received by the District within ten (10) workdays of the date of service of the Assistant Superintendent's-Human Resources (or designee's) decision.

If the decision of the Assistant Superintendent-Human Resources (or designee) following the informal conference is to discipline the unit member, and if the unit member makes a timely request for a formal hearing, the District shall schedule a formal hearing before an impartial hearing officer mutually selected by the District and the Association, as provided in Article 40, Section 6(b). The fees of the impartial hearing officer shall be borne equally by the District and the Association.

In all cases, hearings shall be scheduled as soon as reasonably practicable after receipt of demand for a hearing.

- (e) If the unit member does not request or does not participate in the informal conference, he/she may not request a formal hearing, unless the unit member was prevented from requesting or participating in the informal conference due to circumstances beyond his/her control.
- (f) No discipline shall be imposed for any cause which arose prior to the unit member becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of notice of proposed discipline, unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.
- (g) Upon completion of the formal hearing, the hearing officer shall prepare a written advisory decision, including Findings of Fact and Conclusions of Law. The Board of Education shall review the advisory decision of the hearing officer and shall render a written decision. The decision of the Board of Education shall be final, except as provided by law.

Section 5. Time Limits. All time limits contained in this Article may be waived or modified by mutual written agreement of the parties.

Section 6. Burden of Proof. The burden of proof shall remain with the District.

Section 7. Immediate Suspension. Notwithstanding any of the provisions contained in this Article, the parties agree that in circumstances where the conduct of a bargaining unit member is reasonably believed by the District to constitute a threat to the person or property of the District, its unit members, students or members of the community, an immediate suspension is justified. Whether such suspension is with or without pay shall be in accordance with applicable provisions of the Education Code.

Section 8. Suspension Upon Arrest for Sex or Drug Offenses. A unit member charged with the commission of any sex offense as defined in Section 44010 of the Education Code, or any narcotics offense as defined in Section 44011 of the Education Code, by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code. Such suspension will be processed as involuntary personal leave. The unit member may receive compensation as provided for in the Code sections. Such suspension shall be reviewed by the Board of Education at least every ninety (90) calendar days.

ARTICLE 26 - COMPLAINTS FROM THE PUBLIC

Section 1. Any citizen or parent complaint concerning a unit member shall be reported to the unit member by the administrator receiving or having knowledge of the complaint, if the complaint is deemed substantial.

Section 2. Should either the involved unit member or the immediate supervisor of the unit member and/or other District level administrator believe that such complaint warrants a meeting with the complainant, a meeting with the complainant shall be attempted to be arranged. Any meeting between a unit member and a complainant regarding a complaint reported to the unit member by an administrator shall be with the prior knowledge of the immediate supervisor, and the immediate supervisor and/or other District level administrator may be present at any such meeting. The affected unit member shall be entitled to make a reasonably appropriate response to the complaint at this time.

V. SALARIES

ARTICLE 27 - SALARIES

Section 1.

- (a) The salary schedule for all classified unit members is set forth in Appendix B attached.
- (b) Effective September 1, 1985, and each month thereafter, the District shall pay each participating unit member's contribution to the Public Employees Retirement System (PERS).
- (c) If the District should allocate additional monies other than provided for salary increases (on or off schedule) over and above COLA, stipends, bonuses, or any other form of compensation, and/or benefit(s) to any other employee group of the District, the same shall be allocated to this unit.

Section 2. Guidelines for computing the amount of each salary payment:

- (a) Paychecks for all unit members working regular assigned hours will be computed accordingly. Bargaining unit members working a full month shall be paid according to the monthly salary chart using the appropriate percentage: 8 hours = 100%, 6 hours = 75%, 4 hours = 50%.
- (b) Any unit member who works a partial pay period will be paid only for those days (or hours) worked and/or in other days (or hours) in paid status.
- (c) The paycheck for the last pay period in which a unit member is in a paid status will reflect payment only for the hours worked and any and all necessary adjustments.
- (d) For purpose of this Article, a part-time unit member is any unit member who works less than eight (8) hours per day.

Section 3. Unit members who must travel in the course of employment between duty stations in their own vehicle during duty hours will receive compensation for mileage at the rate provided for by the Internal Revenue Code (at the time the mileage is driven).

Section 4. Salary warrants are available to unit members as follows:

- (a) Cafeteria workers working six (6) or less hours per day are paid semi-monthly.
- (b) Hourly transportation workers are paid semi-monthly.
- (c) Part-time unit members working regularly assigned hours are paid on or before the last working day of the month.
- (d) Full-time unit members are paid on or before the last working day of the month.

Section 5. Unit members shall receive a statement of correction and supplemental payment within five (5) workdays from the time an error in pay is detected or reported by the unit member.

Section 6. Members of the bargaining unit paid out of other than unrestricted funds shall be treated comparably with other unit members affected by this Article.

Section 7. No privileges, compensation, or benefits of any kind in excess of those specifically set forth in this Agreement or not specifically provided for in this Agreement are required to be granted to unit members. However, the District may at its discretion voluntarily extend such hereafter.

Section 8. Changes in salary and health and welfare benefits shall be given effect as set forth in this Agreement, but all language in the Agreement shall be given prospective effect from the date this Agreement is executed by the parties.

Section 9. Effective January 1, 1985, unit members who have completed nine (9) or more years of continuous District service shall be paid an additional salary stipend of \$20.00 per month, commencing the first month of their tenth year of employment, after January 1, 1985, and unit members who have completed fourteen (14) or more years of continuous District service shall be paid a total additional salary stipend of \$50.00 per month (\$20.00 for 10 years plus \$30.00 for 15 years), commencing the first month of their fifteenth year of employment after January 1, 1985.

Section 10. The anniversary date for any unit member hired on or before November 30, 1979 shall be July 1. The anniversary date for a unit member hired on or after December 1, 1979 shall be the date on which the unit member obtained permanent status.

Section 11. CSP Salary.

- (a) A unit member assigned to a CSP position shall be compensated on the appropriate hourly or monthly salary schedule as set forth in Appendix B.
- (b) If a unit member transfers to, from, or within a CSP site and in the process changes his/her pay cycle, the District will make reasonable efforts to accommodate the unit member's pay cycle to minimize interruption of regular pay warrants.

VI. UNIT MEMBER BENEFITS

ARTICLE 28 - HEALTH AND WELFARE

Section 1. For the duration of this Agreement, the District shall contribute to each full-time unit member covered by this Agreement an amount equal to the combined cost of Kaiser family coverage, Delta dental insurance as provided in Section 2 below, and life insurance as provided in Section 3 below toward the purchase of unit member benefits set forth in this Article. Such benefits shall be paid in ten (10) monthly installments which will provide coverage from July 1 to the following June 30 of each contract year.

Section 2. Each unit member shall have deducted from the above amount a sum equal to the composite premium for the Delta dental insurance program with a one thousand, five hundred dollar (\$1,500) cap per year. It is required that all unit members participate in this program.

Section 3. Each unit member shall have deducted from the above a sum equal to the premium for a five thousand dollar (\$5,000) term life insurance policy. It is required that all unit members participate in this program.

Section 4. Each unit member shall have deducted from the above amount a sum equal to the premium for a short-term disability plan with American Fidelity Assurance Company. It is required that all unit members participate in this program. (Unit members may elect to pay this premium through a payroll deduction rather than deducted from the fringe benefit amount).

Section 5. Unit members may elect to have the remaining amount (the amount set forth in Section 1 less dental insurance and life insurance premiums) and disability premium, if paid from benefit package, credited to the premium cost of the health insurance and/or income protection plan(s). Unit members may elect the health insurance plan offered by Kaiser Permanente or Health Net. Any additional premium cost of the health plan shall be borne by the unit member if it exceeds the amount contributed to the unit member under Section 1. The District may add additional health insurance carrier(s) at its option.

Section 6. Unit members upon proof of medical coverage and who do not select a Group Health plan may elect to request that the balance in Section 5, above, be credited to a program of Tax Sheltered Annuity purchase. Tax Sheltered Annuities shall be of the unit member's choice. If such an election is the choice of the unit member, the unit member shall show evidence of health insurance coverage from another source. Tax Sheltered Annuities purchase may be made with that portion of the Group Health plan not utilized by the participating unit member. TSAs shall be calculated in relation to full-family Kaiser (as previously calculated), with caps set as follows:

Life, Medical, & Dental Insurance
\$4841

TSAs
\$3540

If the cost of the fringe benefits exceeds these amounts, the District and the Association will meet again to discuss options in terms of how to fund the additional cost of fringe benefits. The District will not pay any additional monies. Options would be to cut benefits, find another carrier, or relocate monies that are already committed.

The total amount of TSAs due a unit member shall be paid in one lump sum by July 30 of the year in which the TSA was accrued.

Section 7. Unit members on leave without pay shall have the option of continuing health, dental, and life insurance premiums at their own expense during the period of the unpaid leave.

Section 8. Those unit members on the payroll as of November 23, 1976, who work less than eight (8) hours per day but four (4) hours or more per day shall receive the full benefits set forth in Section 1 of this Article. Unit members who work less than four (4) hours per day shall receive no contributions under this Article. Unit members hired after November 23, 1976, who work four (4) hours or more shall receive a prorated amount based on a ratio in which the numerator is the number of hours worked per day and the denominator is eight (8). Thus, by way of example, a four (4) hour unit member is entitled to a maximum contribution that is fifty percent (50%) of the sum set forth in Section 1.

Section 9. CSP Insurance.

- (a) Unit members in the CSP that have individual payroll deductions for insurance premiums will have premiums deducted during their scheduled pay periods so as not to break the continuity of coverage, provided the County payroll system will make such accommodation. If the County does not make such accommodation, the District will consult with the Association within thirty (30) days of the County's notification.
- (b) The District will make every reasonable effort to ensure that deductions for insurance premiums will be calculated on a tenths (10) basis during the school year and not deducted during an intersession period, provided the County payroll system will make such accommodation. If the County does not make such accommodation, the District will consult with the Association within (30) days of the County's notification.

ARTICLE 29 - HOLIDAYS

Section 1. All unit members who are part of the classified service shall be entitled to the following paid holidays, provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday: New Year's Day, Martin Luther King Day, Lincoln's Day, Washington's Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, Day before Christmas, Christmas, and Day before New Year's. Regular unit members who are not normally assigned to duty during any recess period other than summer recess shall be paid for any holiday falling therein, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

- (a) Unit members whose hours of assignment are less than four (4) hours per day shall be entitled to prorated holiday benefits.

Section 2. Every day declared by the President of the United States, or Governor of this State, as a public fast, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under applicable Education Code sections shall be a paid holiday for all unit members, provided the requirements of Section 1 are met.

Section 3. Time during which a unit member is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the unit member for the purpose of determining paid status.

Section 4. When a holiday herein falls on a Saturday, the preceding workday not a holiday shall be deemed to be the holiday.

Section 5. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday.

Section 6. When any unit member is required to work on any of the said holidays, he/she shall be paid double time and a half (2-1/2) for such work.

Section 7. The District may provide a substitute holiday for Admission's Day so long as no unit member is deprived of holiday pay thereby and so long as the substitute holiday provides for at least a three (3) day weekend for unit members affected.

Section 8. Notwithstanding Section 5, above, if the New Year's Day holiday falls on a Sunday, the District may designate the preceding workday not a holiday to be the holiday.

Section 9. Holidays. Unit members assigned to CSP and/or to modified schedules shall receive no fewer holidays than members assigned to a traditional school year schedule and any additional holidays declared by the President of the United States, the Governor of California, or the Governing Board.

ARTICLE 30 - VACATIONS

Section 1. Permanent and probationary unit members in twelve-month positions shall accrue fifteen (15) days of vacation per year. Unit members in less-than-twelve-month positions shall accrue vacation credit at the rate of .0608 hours of vacation credit per hour of paid service, excluding overtime. Paid service includes hours worked during the unit member's assigned work year and paid holiday hours (per the unit member's regular assignment). Paid service shall not include days in unpaid status, such as during winter or spring break, unless such days are paid holidays under this Agreement. After completion of eight (8) years of employment the unit member shall accrue one (1) additional vacation day (the same length as the unit member's assigned workday) per year until the unit member has reached an accrual of five (5) additional days.

- (a) Unit members whose hours of assignment are less than four (4) hours per day shall be entitled to prorated vacation benefits.

Section 2. Probationary unit members have no vested interest in their accrued vacation and may not take vacation until completion of the initial six (6) months of employment.

Section 3. The District and unit members bear an equal responsibility in scheduling vacations. During the months of April and May each year unit members shall submit to the District a written vacation request on a multi-copy District form requesting a vacation schedule for the following year. Vacations shall be scheduled at the convenience of the District and with the pre-approval of the unit member's supervisor. If a unit member has made reasonable effort to schedule vacation for reasonable times that are consistent with the needs of the District, nothing in this section shall operate to cause a unit member to forfeit accrued vacation. The District shall provide written notice to each unit member by July 15, either approving or denying the unit member's vacation request for the upcoming year. Once an April/May vacation request has been approved it shall not be revoked by the District except under unanticipated and exceptional circumstances in which the employee's absence from the District would cause an undue hardship.

Section 4. Vacations are not cumulative and must be completed in the fiscal year following the year earned, except a unit member may elect to carry over up to five (5) days of earned vacation to the following fiscal year. Commencing with the 1995-96 school year, unit members who fail or refuse to schedule earned vacation in excess of their carryover may be required by the District to take any or all earned vacation in excess of their carryover amount.

Section 5. Unit members shall be paid at the rate that is in effect when the vacation is taken or when the accrued vacation is paid off.

Section 6. A permanent unit member terminating for any reason shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the unit member's last working day before termination.

Section 7. Permanent unit members only may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the unit member supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

Section 8. If a holiday falls within a unit member's scheduled vacation, such holiday shall be paid as a holiday, and such day(s) shall not be counted as vacation day(s) used.

Section 9. A permanent unit member may take vacation time before it is actually earned when such is expressly approved by the unit member's supervisor and the Assistant Superintendent of Human Resources and is deemed to be in the best interest of the District. If the unit member terminates employment prior to earning such vacation, the District shall deduct amounts advanced from that unit member's final paychecks.

Section 10. If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, pursuant to their April/May request, the unit member with the greatest District seniority shall be given his/her preference. Initial requests for vacation submitted after May pursuant to Section 3 above and requests to change vacation schedules previously submitted shall be considered on a first come, first served basis, subject to approval of the unit member's immediate supervisor. However, vacation requests or changes submitted after May shall not affect previously scheduled vacations of any other unit member.

Section 11. Unit members whose assigned work year is less than twelve months shall accrue vacation credit as provided in Section 1 above, but shall not schedule vacation time off, except with prior approval of their immediate supervisor. The District may require that less-than-twelve-month employees take annual vacation leave at times convenient to and in the best interest of the District, such as during Winter Recess, Spring Recess and, in instances where the unit member has vacation in excess of their carryover amount as set forth in Section 4 above plus that taken during Winter and Spring Recess, on days when students are not in school.

Section 12. Pay for a day of vacation shall be the same as had the unit member worked his/her regular minimal assignment on such day.

Section 13. The District shall permit a unit member to exhaust his/her paid vacation prior to being placed on a 39-month reemployment/reinstatement list pursuant to Section 45195 of the Education Code, when required to do so by state or federal law.

Section 14. Bargaining unit members assigned to year-round schools may need to schedule vacations at times when school is in session.

Section 15. The District will not deny requests for vacation time arbitrarily or capriciously, and administrators will use reasonable efforts to accommodate the scheduling of vacations as provided in this article.

Section 16. If the District elects to close down the District, or any portion thereof, during the Winter Recess period of each year, The District will ensure that any twelve-month unit member who so elects will be able to work during the closure. Typically, the unit member shall work in his or her current classification at the site to which the unit member is regularly assigned. However, if the unit member's site is closed, or if work within the unit member's classification is not available at the assigned site during the closure, the unit member shall work at another District site completing work within the unit member's own job classification, or if no work is available within the unit member's classification, the unit member shall work in a similar or closely-related classification to the extent possible.

ARTICLE 31 - PAID LEAVES OF ABSENCE

Section 1. The only leaves of absence for which compensation may be paid are set forth below.

Section 2. All unit members shall be entitled to sick leave benefits and such sick leave benefits shall be accumulative and transferable. Such sick leave benefits may be used for personal illness and personal necessity as established in this Agreement.

Section 3.

- (a) For unit members in 12-month, eight hour per day assignments, the District shall credit eight hours of sick leave per month, for an annual credit of 96 hours. For unit members in 12-month assignments at less than eight hours per day, the District shall credit the number of hours of the assignment times 12 for the unit member's annual sick leave. Thus, a 12-month, six hour unit member would be credited with 72 hours annually.

- (b) For unit members in eight hour per day assignments for less than 12 months per year, the District shall compute the number of annual sick leave hours to be credited by multiplying the unit member's assignment year (the number of assigned workdays plus paid holidays) times .0487. For unit members in assignments with less than eight hours per day and less than 12 months per year, the District shall compute the annual sick leave by multiplying the assignment year by .0487, and then prorating for the reduced hours. For example, a unit member assigned to a six hour position would be credited with 3/4 the number of annual sick leave hours credited to a unit member assigned to an eight our position with the same assignment year.
- (c) Unit members whose hours of assignment are less than four (4) hours per day shall be entitled to prorated sick leave benefits.
- (d) All sick days earned from regular or summer assignments are applied to accumulative sick leave of the unit member.
- (e) Accumulated sick leave may be used for illness absences from regular or summer special assignments.

Section 4. The District shall comply with the provisions of the first five paragraphs of Section 45191 for the California Education Code, as said section is amended from time to time.

Any unit member may be entitled to convert unused sick leave to be used for retirement credits in accordance with applicable law.

Section 5. An illness absence shall be an absence of the unit member due to illness or disabling condition which prevents the unit member from performing his or her assigned functions, including but not limited to the following: physical or mental illnesses, medical, dental or psychiatric appointments that cannot be reasonably met during out-of-work hours, and any physically disabling condition which prevents the unit member from performing assigned duties.

Section 6. A doctor's certificate or other proof of illness or disabling condition may be required by the District for any illness or disabling condition in which the absence is three (3) days or more or when under reasonable circumstances the unit member has been informed that verification for future absences will be required. Such verification statements may be required by the Human Resources Division.

Section 7. When a unit member is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, and accrued sick leave is exhausted, the amount deducted from the salary due him/her for any month in which the absence occurred shall not exceed the sum which is actually paid a substitute employed to fill their position during the absence.

Section 8. In lieu of entitlement of extending sick leave pursuant to Section 7, above, unit members with at least five (5) years of continuous service shall be entitled to the following:

- (a) For the first five (5) consecutive days of each such absence, the unit member shall receive the difference between the unit member's salary and the salary actually paid a substitute, and

- (b) After the first five (5) consecutive days of an absence in paragraph (a) above, the unit member shall receive extended sick leave benefits at fifty percent (50%) of the unit member's regular rate of pay, as provided below. Unit members shall once each school year be credited with a total of one hundred (100) days of extended sick leave including days to which he/she is entitled under Sections 3 and 7, above, including accumulations. For example, if a unit member out ill for fifty (50) days has ten (10) days of accumulated sick leave when the illness starts, the unit member will receive regular pay for the first ten (10) days, differential pay for the next five (5) days, and fifty percent (50%) pay for the remaining thirty-five (35) days. If later in the school year the unit member is out ill for another fifty (50) days, the unit member will receive differential pay for the first five (5) days and fifty percent (50%) pay for the remaining forty-five (45) days.

Section 9.

- (a) The District shall provide for a leave of absence from duty for the unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.
- (b) Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District. Except as provided herein, written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

Section 10. Unit members may use at their election accumulative sick leave not to exceed seven (7) days per year or any additional days provided for in Education Code § 45207 for cases of personal necessity for the following reasons using the procedures below:

- (a) Personal necessity not requiring advance notification to be absent from duty, but must show proof of need for use of personal necessity:
 - (1) Serious illness or death of a member of the immediate family beyond that provided under Section 11 below. Immediate family is defined as inclusive of all those relatives so listed under bereavement leave in this Agreement.
 - (2) Accident involving their person or property, or the person or property of a member of the immediate family.
- (b) Personal necessity requiring advance notification before being absent from duty:
 - (1) Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

- (2) Personal business not to exceed three (3) days per year. In order to take personal business leave a written request must be made at least three (3) working days prior to the date of such leave, unless urgent and unforeseen circumstances preclude this. Such leave may not be taken the first five (5) and the last five (5) days of any school semester or the day before or after a holiday or vacation, except with the express written approval of the Superintendent or designee for situations requiring the unit member's absence and which cannot be scheduled at a different time. Personal business leave must be taken in at least one half (1/2) day increments. The number of unit members on personal business leave on any day may not exceed ten percent (10%) of each department or school. The foregoing shall not preclude personal business leaves requested by a unit member in departments with ten (10) or less unit members. Approval of a personal business leave request is subject to the reasonable approval of the District.
- (3) Paternity and/or maternity absences of two (2) days per year shall be granted provided such absences are taken just before, during, or immediately following the birth of the child or the adoption of a child.
- (4) Religious holidays normally standardized by the religious denominations may be observed by unit members upon request as long as the total number of personal necessity days is not exhausted.

Section 11. Unit members shall be granted bereavement leave without loss of pay for a period not to exceed five (5) days in the event of death in the immediate family or in-laws. ("Immediate family" means those relatives or step-relatives bearing the following relationship to unit member claiming bereavement leave, or to the unit member's spouse: mother, father, son, daughter, brother, sister, grandparent, grand-child, or any person living in the unit member's household). With respect to the death of a foster parent, or foster children, the unit member may utilize available personal necessity leave. Unit members who use more than their bereavement or available personal necessity leaves shall be in unpaid status for such additional leave.

Section 12. Unit members under this Agreement who are absent from duty because of industrial illness or injury qualifying for Workers' Compensation and who have been continuously employed by the District for at least two (2) years are granted Industrial Accident and Illness Leave. Such leave shall apply from the first day of any such absence from duty to and including the last day of such absence from duty, but not exceeding sixty (60) working days in any fiscal year for the same industrial accident or illness. Such leave shall not be accumulative from year to year.

- (a) The amount of salary paid to unit members on Industrial Accident or Industrial Illness Leave shall be the same as the individual normally received prior to the accident. In such cases, the unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws.
- (b) Upon termination of sixty (60) days of absence because of industrial accident or illness, whether they are receiving Workers' Compensation benefits or not, unit members may use that portion of accumulated sick leave, compensating overtime and/or vacation, so as to maintain their income, not to exceed their regular salary and accumulated compensatory time and/or vacation.

- (c) During the period of Industrial Accident or Illness Leave, the District shall issue unit members appropriate salary warrants and shall deduct retirement and other authorized contributions from such warrants.
- (d) Any unit member receiving benefits under this section shall, during the period of injury or illness, remain within the state of California unless otherwise authorized by the District.
- (e) Reporting industrial accidents and/or industrial illnesses shall be the responsibility of the unit member so inflicted within twenty-four (24) hours of the time of said accident or illness and/or such time as twenty-four (24) hours relates to the next working day, if physically able, and in any case as soon as possible.

Section 13. When unit members are called to temporary military service, they shall be released without loss of salary as required by applicable law.

Section 14. A unit member shall be entitled up to thirty (30) calendar days of paid leave or such additional paid leave as required by law, determined by a court of competent jurisdiction, for jury duty when legally summoned to such duty. Any salary received for jury duty services shall be reimbursed to the District. A unit member called to jury duty but released with at least two (2) workable hours of his/her normal assignment shall report immediately to his/her job site supervisor and serve for the remainder of the workday. However, any unit member whose regular assigned shift begins between 4:00 p.m. and 3:00 a.m. shall not be required to report to work on any day on which the unit member is required to serve the entire day on jury duty. Nothing in this section shall have as its purpose or effect a tendency to encourage unit members to seek exemption from jury duty.

Section 15. All unit member leaves under this Article shall be considered leaves with pay and a continuation of all job benefits shall be paid by the District, and seniority shall continue to accrue during periods of leave with pay.

Section 16. When all available paid leaves of absence have been exhausted and if the unit member is not immediately able to assume the duties of the unit member's position, the unit member shall be placed on a reemployment/reinstatement list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the unit member shall be employed in the first vacant position in the class of the unit member's previous assignment, subject to the provisions of Article 22. A unit member on a reemployment/reinstatement list who has been medically released to return to duty and who fails to accept an assignment in the previous class within ten (10) working days shall be dismissed.

ARTICLE 32 - NON-PAID LEAVES OF ABSENCE

Section 1. All leaves described under this Article shall be without pay during the term of leave, when approved by the Board of Education. The regular pay received by the unit member on leave and all benefits from employment shall be discontinued.

Section 2. Whenever feasible, a unit member returning from a non-paid leave of absence approved by the Board of Education will be returned to the job classification and site to which the unit member was assigned before the approved leave. If it is not feasible to return the unit member to this exact job site, the District will attempt to return the unit member to a position as similar to the one the unit member left as feasible.

Section 3. Personal leave of absence may be requested by the unit member. Leaves of absence for personal reasons, five (5) days or less, may be approved by the Superintendent. All requests for personal leave greater than five (5) days shall be submitted to the Board of Education for its consideration. The granting of any such leave is solely at the discretion of the Board or of the Superintendent, as the case may be.

Section 4. The Board may approve a leave of absence not to exceed one (1) year and not to be less than one (1) academic semester for the purpose of attendance and enrollment of the unit member in a course of study at an accredited institution in an area relating to the general assignment or for the purpose of study or retraining.

Section 5. Unit members shall be granted military leave as required under applicable law and shall retain those rights and privileges guaranteed under such law.

Section 6. A leave for the purpose of child care (post maternity) may be approved by the Board of Education upon request of a unit member. A child care leave may be requested to begin at any time after the beginning of the term of pregnancy and as late as that date established by the unit member's physician as the time at which the unit member is defined as disabled and unable to perform her assigned functions. In no case shall child care leave be approved for a period longer than two (2) consecutive semesters. The child care leave is designed primarily for the postnatal care of an infant and may ordinarily only be approved for that purpose.

Section 7. An extended illness leave may be approved by the Board upon the request of a unit member whose condition of health is determined by a licensed physician as such that the unit member is prevented from performing his/her professional functions. Such determination shall be provided to the District in a written statement from a licensed physician. Any such leave shall not be more than six (6) months unless the Board provides otherwise. Request for early return is subject to approval by the Board.

Section 8. When no other leaves are available and when prior request has been submitted setting forth reasons for such leave, the District may grant a unit member a leave not to exceed one (1) working month.

Section 9. Unit members on approved unpaid leave for a period greater than fifty percent (50%) of a given unit member's work year shall not receive credit for an annual salary increment for the year of the leave.

ARTICLE 33 - RETIREMENT

Section 1. The District agrees to continue for the duration of this Agreement those contributions toward retirement benefits as required by law.

Section 2. Nothing within this contractual Agreement shall prevent a classified unit member from retiring as early as age fifty (50) if completed at least five (5) years of service.

Section 3. When a unit member regularly works four (4) hours or more daily, or eighty-seven (87) hours or more monthly, a deduction will be taken from his/her salary for OASDI (Social Security) and the Public Employees Retirement System.

Section 4. Unit members who fully retire from the District and who are fifty-five (55) years of age or older and who have served the equivalent of ten (10) years in a full-time classified capacity [twelve (12) months, eight (8) hours per day] shall be entitled to receive individual coverage under a District health plan at the expense of the District for a period not to exceed ten (10) years, or until the unit member reaches age sixty-five (65), whichever is earlier.

VII. WORK PLACE SAFETY AND TRAINING

ARTICLE 34 - ORIENTATION AND INSERVICE

Section 1. All orientation and inservice training of unit members shall be conducted during the period designated as the workday and work year for those designated unit members. If mandatory orientation and inservice training is conducted outside the workday or work year, the District will pay those unit members who participate at their regular rate of pay (including overtime where applicable).

Section 2. The hours of service for unit members on days designated for orientation or inservice activities shall be at the same rate of pay as if the unit member was at the job station.

Section 3. The District agrees to provide inservice training programs where appropriate with the purpose of enhancing the skills, knowledge, or abilities of unit members in their current jobs. Inservice training for permanent unit members shall include a program for obtaining Red Cross, or any other first aid certificate, or any certificate renewal as required by the District or by law as a condition of continued employment. In addition, the District shall reimburse unit members any fee for renewal of any certificate required by the District as a condition of employment. Unit members are encouraged to continue training for the purpose of advancement and promotion.

- (a) The District will pay school bus drivers currently employed at their regular rate of pay (and will provide the necessary equipment) when such bus drivers are driving school buses at District direction, including time spent complying with testing requirements for the bus driver certificate (not driver's license).

Section 4. District inservice and preservice programs shall be planned by the District. The District will meet, upon request, with representatives of the Association to discuss such matters.

Section 5. Unit members regularly scheduled to work shall be provided paid release time for the District's Orientation Program, if held by the District. Unit members not regularly scheduled to work but who attend shall be paid for such attendance at the unit member's regular rate of pay. Payment to all unit members is to be on a straight-time basis only. The District shall allow the Association one hour during such program to meet with bargaining unit members.

Section 6. For Food Service, the District agrees to pay the cost for the Food Handler's examination, if such is required. The District will endeavor to have the examination offered at a District site, and will endeavor to schedule it shortly before the opening of school. Unit members shall be paid at the applicable rate for time spent in complying with this section, and the District shall reimburse the cost of travel and meals if out-of-District travel is required.

Section 7. In the event the District requires a unit member's attendance at training sessions or workshops conducted by organizations other than the District, it shall reimburse the unit member the reasonable cost of travel, meals, and lodging, if needed.

ARTICLE 35 - WORK PLACE PROVISIONS

Section 1. The Board agrees to furnish to unit members equipment necessary for performing their assigned duties. In addition, the Board will make available to unit members the following:

- (a) A location where coats and other personal items, such as handbags, may be stored.
- (b) Parking space in each major area of job location.
- (c) A place at each work site where District materials might be stored unless such materials are required at multiple sites, in which case, storage and equipment will be transportable by means of District transportation.

Section 2. If the District requires uniforms of any unit member, the District shall bear the cost of providing such uniforms.

Section 3. In those cases where the Superintendent or his/her designee has given prior specified written authorization on the District form, for a unit member to use his/her own tools or equipment, the District agrees to provide a safe place to store and agrees to pay for any loss or damage resulting from the authorized use of the tools or equipment.

ARTICLE 36 - UNIT MEMBER SAFETY

Section 1. The District shall, upon reasonable request of a unit member, investigate reported cases of contagious and/or infectious diseases or other health/safety problems which are likely to be detrimental to the health and welfare of the unit member.

Section 2. The District shall provide safe working conditions for unit members.

Section 3. Unit members shall immediately report cases of verbal threats and assault or battery suffered by them in connection with their employment to their immediate supervisor, who shall according to the statute report the incident to the local law enforcement authorities.

- (a) Unit members injured as a result of Section 3 above shall be entitled to receive full pay less any workers' compensation pay received during the term of absence from duty provided same does not exceed one (1) year.

Section 4. All cases of verbal abuse shall be immediately reported to the unit member's management supervisor or to the Superintendent's designee.

Section 5. The District will provide all safety equipment required by the District. Such equipment will remain the sole property of the District.

Section 6. Immediately, if possible, upon encountering a condition which presents an imminent hazard to his/her safety, the unit member shall notify his/her immediate supervisor. The supervisor shall make a determination as to the extent of the hazard and shall give the unit member reasonable instructions in light of this determination. Failure to obey such instruction may subject the unit member to discipline under Article 25, which the unit member

may challenge under the provisions of that article. "Reasonable instructions" shall include instructions that give priority to the safety of students.

Section 7. No unit member shall be in any way discriminated against as a result of reporting conditions believed to be health/safety hazards.

ARTICLE 37 - SUPERVISION OF PAID AND NON-PAID STUDENT AND VOLUNTEER WORKERS

Section 1. The District may assign a paid student worker to assist a unit member. In such an event, the unit member shall be responsible for the supervision of the student.

- (a) The unit member shall share with the immediate supervisor the responsibility for the evaluation of the paid student helper.
- (b) Notwithstanding the foregoing, no such assignment will be made without the voluntary consent of the individual bargaining unit member.
- (c) Paid student workers will not be assigned to perform work traditionally performed by bargaining unit members unless such student work is funded by an external source, and does not result in less hours of work for the bargaining unit member than had existed prior to such assignment.

Section 2. The District may assign a non-paid volunteer student helper to a unit member.

- (a) The unit member shall have the opportunity to be consulted upon the placement of non-paid student workers prior to the assignment to the unit member's work station.

Section 3. The District will work cooperatively with unit members on the assignment of student helpers from local training programs.

- (a) No student helper will be assigned to work with a unit member without a unit member's approval.

Section 4.

- (a) The District may not abolish any bargaining unit position and use volunteer workers in lieu of bargaining unit members who are laid off as a result of the abolition of a position. In addition, the District may not refuse to employ a person in a vacant bargaining unit position and use volunteer workers in lieu thereof, except upon the mutual agreement of the District and the Association.
- (b) It is the intent of the parties to encourage the District to use volunteer workers to enhance its educational program, but not to permit displacement of bargaining unit members, nor to allow the District to utilize volunteers in lieu of normal employment requirements.
- (c) It is further the intent of the parties that the interpretation of this section conform to the intent of Education Code Section 35021, as it existed on January 1, 1983, and to be consistent with 35021 or its successor, if any.

- (d) This section applies to both non-employee volunteer workers and bargaining unit members who perform volunteer work beyond their regular work schedule.
- (e) The District shall not coerce or otherwise encourage or discourage bargaining unit members to perform volunteer work in addition to their regular classified assignment.

ARTICLE 38 - PROFESSIONAL GROWTH

Job Skills Enhancement Reimbursement. The District shall maintain a workshop, conference, course and seminar reimbursement program for members of the bargaining unit so as to enable unit members to achieve professional growth. The following provisions will apply to said program:

Section 1. Funding.

The District shall contribute ten thousand (\$10,000) dollars for the 1994-95 school year and an additional ten thousand (\$10,000) dollars for the 1995-96 school year and five thousand (\$5,000) dollars for the 1998-99 school year. These funds will be used to reimburse unit members for the cost of fees, books, and materials incurred while attending workshops, conferences, seminars, and courses at qualifying institutions as determined by the Review Committee. Such programs are to be reasonably related to positions within the District for which the unit member is or could expect to become qualified. On July 1, 1999 and each year thereafter, the District shall contribute an amount not to exceed \$5,000 in the account to maintain a balance of \$5,000. The allocation of the funds to unit members for use in attending training programs shall be on a first come, first served basis, subject to approval by the Review Committee.

Section 2. Review Committee.

A Review Committee shall be established consisting of the Assistant Superintendent, Human Resources or designee, the Director of Classified Employee Services or designee, the CSEA Chapter 410 President or designee, and the CSEA Chapter 410 1st Vice President or one other unit member selected by CSEA. The Review Committee shall meet quarterly. At its quarterly meetings, the Review Committee shall consider unit members' advance written requests to attend training programs and shall approve or disapprove such requests. The Review Committee shall have sole authority to determine whether or not a training program is reasonably related to a unit member's current position or one for which the unit member could expect to become qualified.

Section 3. Guidelines.

- (a) **Advanced Written Requests.** Requests must be submitted in writing on a form approved by the Review Committee. It is desirable, but not required, for unit members to obtain advance approval. Eligibility for reimbursement is not guaranteed if approval is not secured in advance.
- (b) **Approval of Requests.** A majority of Review Committee members must be in agreement for approval of request for reimbursement.

- (c) **Amendments.** The Review Committee has complete flexibility to amend guidelines and adopt procedures to administer this program, including the establishment of limits and criteria as needed based on usage of the program.
- (d) **Amount.** A maximum of \$200.00 per request may be authorized. However, the Committee may change the maximum amount.
- (e) **Frequency of Request.** A maximum of two (2) requests per school year per person will be accepted. However, the Committee may change the maximum requests.
- (f) **Proof of Successful Completion.** Reimbursement will not be made until submission to the Review Committee of receipts and proof of successful completion.
- (g) **Qualifications of Workshops, Conferences, Courses, and Seminars.** Qualifications based on licensing, accreditation, and reputation will be considered when evaluating workshops, conferences, and seminars. Mandatory District programs are not qualified for reimbursement unless requested and authorized by the Review Committee.
- (h) **Quarterly Meetings.** April, July, October, and January. Meetings may be scheduled more frequently or rescheduled as determined by the Review Committee.
- (i) **Release Time.** Approval of reimbursement does not guarantee release time. If release time is needed, it must be pre-approved by the supervisor.
- (j) **Rules of Committee.** At the first quarterly meeting of the Review Committee, the Chairperson shall be the CSEA Chapter 410 President or designee. The Co-Chairperson shall be the Assistant Superintendent of Human Resources or designee. The Chairperson and Co-Chairperson will alternate between CSEA and the District at subsequent quarterly meeting.
- (k) **Submission of Applications, Receipts, Proof of Completion, and Other Related Information.** All required information shall be submitted to the CSEA Chapter 410 President or designee.

VIII. LAYOFF

ARTICLE 39 - LAYOFF AND REEMPLOYMENT/REINSTATEMENT

Section 1. For the purpose of this Article, the following definitions shall apply:

- (a) "Layoff" is defined as in the Education Code. Layoff shall occur only for lack of work or lack of funds.
- (b) "Class" is defined as job classification such as those listed in Appendix A.
- (c) "Lower Class" is defined as a job classification with a lower hourly salary range.
- (d) "Equal Class" is defined as a job classification with an equal hourly salary range.
- (e) The classification of Instructional Assistant-Classroom, Infant Center Aide, Pre-School Aide, and Special Friend shall be considered one classification for purposes of layoff and reemployment.

Section 2. The District shall notify in writing permanent unit members subject to layoff at least thirty (30) calendar days in advance of the effective date of layoff. The District may release probationary (other than promotional and/or transferred probationary) unit members at any time. Any notice of layoff shall inform the unit member of his/her effective date of layoff, his/her displacement rights (if any) and his/her reemployment/reinstatement rights.

Section 3. The District shall not lay off permanent unit members from any classification until it has released probationary unit members and any substitute or short-term employees serving in a vacant position within the classification. Substitute and short-term employees serving in a vacant position shall be released first, and then probationary unit members.

Section 4. Layoffs shall be effected within a classification. The District shall determine the order of layoff within a classification by seniority, as defined in Section 1, above, and shall lay off permanent unit members by seniority in the classification plus higher classification.

Section 5. A unit member laid off from his/her position within a classification may elect, in lieu of layoff, assignment by seniority to a position within the same classification with fewer assigned hours or a shorter work year. Alternatively, the unit member may elect, in lieu of layoff, assignment by seniority to a position in any other classification in which the unit member has seniority rights (by virtue of having attained probationary or permanent status in the other classification and not having been dismissed or demoted therefrom).

- (a) A unit member on layoff status shall have the right to participate in promotional examinations with the District during his/her reemployment/reinstatement period.
- (b) A unit member in (or previously in) a classification that has been reclassified, resulting in a title and/or salary change, shall maintain the seniority earned in such classification.

Section 6. In the context of a layoff within a unit member's classification, a permanent unit member may volunteer for layoff, and shall be granted layoff if the District agrees. In such cases, the unit member shall retain his/her reemployment/ reinstatement rights. A unit member who does not exercise his/her bumping rights and is therefore laid off retains his/her reemployment/reinstatement rights under this Agreement.

Section 7. Laid off persons are eligible for reemployment/reinstatement in the class from which laid off for a thirty-nine (39) month period and shall be reemployed/reinstated in the reverse order of layoff. Their employment shall take precedence over new applicants.

In addition, they shall have the right to apply for promotional positions within the filing period specified in the posting. Upon written request by the unit member, a unit member on a reemployment/reinstatement list shall be notified of promotional opportunities.

Section 8.

- (a) Pursuant to Section 45298 of the Education Code, unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment/reinstatement for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.
- (b) Pursuant to Section 45298 of the Education Code, unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment/reinstatement list, they shall be ranked on that list in accordance with their proper seniority.

Section 9. Any unit member in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time, as provided by law. Such unit member shall within ten (10) workdays prior to the effective date of the proposed layoff submit a request to the District for this purpose.

Section 10. The unit member shall then be placed on a thirty-nine (39) month reemployment/reinstatement list, as provided by law. However, the unit member shall not be eligible for reemployment/reinstatement during any other period of time except as may be specified by pertinent Government Code sections.

Section 11. The District agrees that when an offer of reemployment/ reinstatement is made to an eligible person retired under this Article, and the District received within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed a reasonable time to terminate his/her retired status.

Section 12. If a unit member declines an offer of reemployment/reinstatement to a position in the classification from which he/she was laid off, with (1) at least the same number of assigned hours, (2) at least the same number of assigned days in the work year as the position from which laid off, and (3) the same work week (such as Monday through Friday),

the unit member shall be deemed to have resigned from that classification and all reemployment/reinstatement rights in that classification are extinguished.

Section 13. Any election to retire after being placed on a reemployment/ reinstatement list shall be retirement in lieu of layoff within the meaning of this section, as provided by law. However, time already on reemployment/reinstatement lists counts as part of the thirty-nine (39) month period set forth in Section 10.

Section 14. Any unit member who is laid off and is subsequently eligible for reemployment/reinstatement shall be notified in writing by the District of any opening. Such notice shall be sent by certified mail to the last address given to the District by the unit member, and a copy shall be sent to CSEA by the District, which shall fulfill the notification responsibility of the District.

Section 15. A unit member shall notify the District of his/her acceptance or rejection of reemployment/reinstatement within ten (10) workdays of the date the notice is mailed via United States Certified Mail to the unit member's address of record or within five (5) workdays of actual receipt. If the unit member accepts reemployment/reinstatement, he/she shall report to work within fourteen (14) workdays of the acceptance, or on the reporting date specified by the District, whichever is later.

Section 16. Upon reemployment/reinstatement within the recall period, the unit member shall have the same seniority date as he/she had prior to layoff.

Section 17. The District shall provide the Association with an appropriate seniority roster as far in advance of the implementation of any layoff as is reasonable under the circumstances.

Section 18. Unit members who accept a position in a lower classification in order to return to paid status shall retain the rights in this Agreement to return to the position from which they were laid off.

Section 19. If the District changes a unit member's shift assignment as a result of a layoff, the District shall offer such unit member any available position at his/her site with the prior shift assignment, in the unit member's classification, prior to offering such position to a laid off unit member.

Section 20. With respect to the classification of Instructional Assistants, the District agrees that it will not reduce the hours of any individual Assistant on the payroll as of the date of this Agreement, but instead will follow the layoff procedure provided for in this Agreement should a reduction in total Assistant hours be appropriate. Where an existing Assistant is terminated from the payroll for whatever reason, the District may replace the terminating unit member with an Assistant who works fewer hours or with two (2) Assistants, each of whom works fewer hours than the terminating Assistant. If any Assistant is on layoff at the time an Assistant on the District payroll as of the effective date of this Agreement terminates and the District intends to replace such person, the right of recall of the Assistant on layoff shall not be to an Assistant position with the number of hours as the terminating Assistant, but rather to an Assistant position with the same number of hours as established by the District in its discretion. However, if the Assistant on layoff worked the same number of hours or greater number of hours as the Assistant being terminated and was a unit member of the District on the effective date of this Agreement, then any right of recall shall be to an Assistant position with the same number of hours as the terminating Assistant.

IX. GRIEVANCE

ARTICLE 40 - GRIEVANCE PROCEDURE

Section 1. The purpose of this grievance procedure is to provide an inexpensive and expeditious procedure to resolve disputes arising under this Agreement.

Section 2. A grievance is defined as a claim by a unit member or the Association that a provision of this Agreement, or a provision of any written agreement between the parties which is either attached to this Agreement or is grievable by its terms (such as memoranda of understanding or side letters), has been violated by the District. A grievance shall not include any claim or request to challenge, change, amend or add to existing policy, rules or regulations, or to adopt or negotiate new or different terms of this Agreement or to challenge the provisions of this Agreement that are specifically excluded from the grievance procedure. A grievance shall not include Article 25 on suspension, demotion, and dismissal or other rules and regulations of the School Board.

Section 3. The District shall not take the position in any grievance proceeding pursuant to this Article that the fact that an individual unit member has not grieved a particular District act or omission establishes that the Association has acquiesced to such District conduct. This provision does not preclude either the District or the Association from using "past practice" in an arbitration.

Section 4. Should a grievance arise, it shall be handled in the following manner:

- (a) A unit member's grievance must be submitted orally in an informal conference to the unit member's immediate management supervisor within twenty (20) working days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance. However, under no circumstances may a grievance be initiated any later than six (6) calendar months after the occurrence of the act or omission giving rise to the grievance. If the matter is not resolved at the informal conference, the grievant may within ten (10) working days after the informal conference, whether or not there is an informal response, present his or her grievance in writing to his or her immediate management supervisor.
- (b) The grievance shall be reduced to writing and signed by the grievant and shall state the circumstances on which the grievance is based, the date of occurrence, the identity of the unit member or unit members who claim to be aggrieved, the specific sections and terms of this Agreement allegedly violated, and the remedy sought. A grievance may include more than one (1) unit member provided the issue is identical for each, and all unit members affected thereby sign the grievance form, if possible.
- (c) The management supervisor shall answer the grievance in writing within ten (10) working days after receipt.

- (d) In the event the grievant is not satisfied with the answer given, the grievant may appeal the decision on the form mutually agreed to by the Association and the District to the Superintendent or his/her designee within ten (10) working days after the receipt of his or her management supervisor's decision. The Superintendent or his/her designee will communicate a decision in writing within ten (10) working days of receipt.
- (e) Any grievance not processed by a unit member and/or the Association in accordance with the time limits set forth herein shall not be subject to binding arbitration and shall be considered settled on the basis of the decision last made by the District. If at any step the District fails to respond in a timely manner, the grievant may proceed to the next step.
- (f) A grievant shall be entitled, upon request, to representation by the Association at any grievance meetings. A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be provided with a copy of any grievance filed by a unit member directly and any response by the District prior to resolution of any grievance.
- (g) A reasonable amount of release time will be granted to one (1) Association representative to process any grievances.
- (h) No reprisals of any kind will be taken by the District or the Association against any grievant, the Association or any participant in the grievance procedure because of the fact of such participation.
- (i) Grievance forms and other forms necessary to the operation of the grievance procedure shall be agreed upon by the District and the Association. The costs of typing and reproducing such forms shall be borne by the District.
- (j) If a grievance involves significant numbers of unit members or districtwide application of this Agreement, the grievance shall be submitted by the Association at Section 4(d). The Association must initiate all grievances in accordance with the time limits set forth in Sections 4(a) and 4(d).
- (k) For grievances filed by a unit member, "working days" shall mean days on which the grieving unit member is scheduled to perform services for the District and on which the District's offices are open. For grievances filed by the Association or by a significant number of unit members as provided in (j) above, "working days" shall mean days on which the District's offices are open.

Section 5. If the grievance is not resolved by the procedures in Section 4 above, the Association may appeal the grievance to mediation with a mediator appointed by the State Mediation and Conciliation Service. Such appeal must be provided to the District in writing within ten (10) working days of receipt of the District's decision from the previous level. Either the District or the Association shall request of the State Mediation and Conciliation Service an appointment of a mediator within five (5) working days after an appeal to mediation.

- (a) The time, date, and location for a grievance mediation shall be mutually determined by the District, the Association, and the appointed mediator.
- (b) Settlement offers made in the mediation process shall not be referred to in subsequent arbitration proceedings.

Section 6. Binding Arbitration.

- (a) Grievances not resolved by the procedures above may be appealed by the Association to binding arbitration, provided that written notice of such appeal is given to the District within twenty-two (22) working days following conclusion of the mediation process as determined by the mediator.
- (b) Upon receipt of the Association appeal, the District and the Association shall meet in an attempt to select an arbitrator. If attempts to mutually agree upon the selection of an arbitrator prove unsuccessful, the District and the Association shall alternately strike names from the following list of arbitrators until only one (1) name remains, who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

Howard Block
Richard Calister
Thomas Christopher
Julius Draznin
Joseph Gentile
Thomas Roberts
Lou Zigman

- (c) The fees of the arbitrator shall be shared equally by the parties. Either party may request a transcript of the proceedings and the party requesting such transcript shall bear the cost. Each party shall bear the expense of the presentation of its own case. The Board shall provide reasonable release time for the Association representatives, the grievant, and the Association witnesses for any time spent at any arbitration. However, the Association will make every reasonable effort to call only necessary witnesses and to avoid cumulative testimony. Furthermore, every reasonable effort will be made by the Association to call witnesses on a staggered basis so as to avoid one (1) or more witnesses waiting to testify while another witness is testifying. Witnesses called by the Association will only be entitled to reasonable release time for periods of time they are waiting to testify in those instances where such waiting time is not reasonably avoidable. No compensation will be paid to witnesses called by the Association for any time required to attend an arbitration proceeding other than during normal scheduled working hours. Arbitration shall be conducted, taking into consideration the calendar of the arbitrator, at reasonable mutually agreeable times.
- (d) The decision of the arbitrator shall be binding, except to the extent limited by applicable law.

- (e) The arbitrator shall have no power to alter, amend, change, modify, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, as well as briefs, if any, submitted by the parties. No finding shall be retroactive and the arbitrator shall have no authority to hear and issue a finding upon more than one (1) grievance at a time, unless the District and the Association expressly agree otherwise.

Section 7. Time Lines.

All time lines contained in this Article may be extended and/or modified by the mutual agreement of the parties.

X. NEGOTIATIONS

ARTICLE 41 - WAIVER OF FURTHER BARGAINING RIGHTS

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter which was or could have been subject to negotiation, that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and therefore each waives the right to further negotiations on any subject or matter covered or not covered under this Agreement during the term hereof. However, by mutual agreement, the parties may agree to engage in further negotiation on any subject.

Section 2. Except as provided in Article 5, any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 42 - NO STRIKE-NO LOCKOUT

Section 1. During the term of this Agreement, neither the Association, its officers, agents, members, nor any unit member will authorize, instigate, encourage, aid, condone, participate in, or engage in a strike, work stoppage, slowdown, sick out, boycott, picket line, mass absenteeism or any other interruption of or interference with the operations of the District, regardless of whether there is a claim by the Association of breach of this Agreement or of federal or state law by the District. Any unit member or unit members who violate the provisions of this Article may be discharged or otherwise disciplined depending on the severity of the violation. In the event any discipline is recommended for a violation of this Article, said discipline shall be administered consistently and the appropriateness of the discipline shall be subject to the discipline article of this Agreement.

Section 2. In the event of a strike, work stoppage, slowdown, sick out, boycott, picket line, mass absenteeism, or other interruption or interference with the operations of the District, or any anticipated violation of this Article, the Association shall immediately notify the unit members that such action is unauthorized and promptly order its members to return to work, and to take every reasonable effort to terminate the unauthorized action.

Section 3. Respecting any picket line established for any reason at any facility of the District by the Association or any unit member, in concert or alone, during the term of this Agreement shall constitute a violation of this Article and may result in disciplinary action up to and including discharge.

Section 4. The Board agrees that during the term of this Agreement, it will not engage in any lockout of its unit members.

ARTICLE 43 - STATUTORY CHANGES

If any provision(s) of this Agreement is held to be contrary to law by a court, that provision(s) shall be deemed invalid, but all other provisions shall continue in full force and effect.

In the event future court rulings in PERB decisions render any provision(s) of this Agreement beyond the scope of bargaining, the parties shall meet and negotiate within thirty (30) days after notification by either party for the purpose of arriving at a mutually satisfactory replacement for such article or section.

If the Legislature, during the term of this Agreement, expands the scope of negotiations, the parties shall meet and negotiate, upon the request of either party, regarding the subjects thus added to the scope of negotiations.

ARTICLE 44 - REOPENER NEGOTIATIONS

Section 1. This Agreement becomes effective July 1, 1997, and shall continue in effect to and including June 30, 2000.

Section 2. The parties are committed to the Interest Based Bargaining (IBB) concept and to a "living contract" philosophy. While working under the IBB model, the parties have the opportunity to bring in issues as they arise and shall not be limited to a specific number of reopeners.

Section 3. If at any time during the life of this Agreement it is decided to forfeit the IBB model and return to a traditional style of collective bargaining, the limitation on reopeners shall apply for the 1998-99 and 1999-2000 school years with only the following items to be reopened: salary, fringe benefits, vacation, calendar, and one article chosen by each side.

Section 4. Should the District add an additional health plan to those listed in Article 28, the Association may reopen negotiations regarding whether the District should continue to offer the additional health plan as an option. Such reopener would be in addition to those allowed in Section 3 above.

Section 5. The District and the Association may, during the term of this Agreement, meet and consult regarding the development of unit member handbooks for specific groups of unit members. The portions of said handbooks which the parties identify therein of being within the scope of representation shall, upon ratification by both parties, be incorporated into this Agreement and shall prevail over any provision of this Agreement which may conflict. Meeting and consulting under this section shall not be subject to the unfair practice impasse procedure of the EERA. Sections A and B of Article 4 of the Bus Drivers' Handbook are incorporated herein by reference.

ARTICLE 45 - NEGOTIATION PROCEDURES

Section 1. Not earlier than one hundred twenty (120) days and not later than ninety (90) days prior to the expiration of this Agreement, both parties shall commence meeting and negotiating in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.

Section 2. Either party may utilize the services of outside consultants.

Section 3. The Board and the Association may discharge their respective duties required by this Agreement by means of authorized officers, individuals, representatives, or committees.

Section 4. Negotiations shall take place at reasonable mutually agreeable times and places. Pursuant to Section 3543.1(c) of the California Government Code, the Association and the District agree that the maximum number of representatives of the Association to receive reasonable release time without loss of compensation for the purpose of meeting and negotiating shall be seven (7).

Section 5. The District shall furnish upon request of the Association one (1) copy of public materials or documents in existence provided that such requested materials are relevant to negotiable items. This section shall not be construed as a waiver of any legal right the Association may have to receive other District documents relevant to negotiable items.

XI. SUPPLEMENTS

**APPENDIX A
CLASSIFICATION SCHEDULE**

**APPENDIX B
SALARY SCHEDULE**

**APPENDIX B-1
SUBSTITUTE SALARY SCHEDULE**

**APPENDIX C
CALENDAR**

**APPENDIX D
SIDE LETTER - DOT RANDOM DRUG TESTING/AR 4020
[see Article 11, Section 3]**

INDEX

APPENDIX A

CY: Calendar Year

PY: Program Year

AY: Academic Year

Classification Title	Hours	Work Year	Salary
<u>Secretarial/Clerical</u>			
* Nurse's Assistant	4-8*	AY + 19	25
* School Secretary III (High School)	8	CY	19
* School Secretary III (Middle School)	8	AY + 40	19
Secretary III	8	CY	19
Secretary/Dispatcher	8	CY	19
Maintenance Secretary/Dispatcher	8	CY	19
* Registrar	8	CY*	19
* School Secretary II	8	AY + 19*	18
* Secretary II (District Office)	4-8*	CY	18
* Secretary II (H.S. Counseling)	8	CY	18
* Secretary II (H.S. Asst. Principal)	8	AY + 29	18
Secretary II (H.S. Asst. Principal)	8	AY + 19	18
Word Processor	8	CY	17
Student Body Accounts Clerk Typist	8	AY + 19	15
* Health Clerk Technician	8	AY*	15
School Secretary I	8	AY + 19	14
* Secretary I	6-8*	AY + 19	14
* Clerk Typist III	8	AY + 19*	13
* Switchboard Operator/Receptionist	6-8*	CY	12
* Clerk Typist II - Bilingual	3-8*	AY + 19*	12
* Clerk Typist II	8	AY + 19*	11
* Clerk Typist I	3-8*	AY + 19*	9
<u>Business</u>			
Purchasing Agent	8	CY	27
Accountant	8	CY	26
Accounting Technician	8	CY	23
Purchasing Technician	8	CY	23
Bookkeeper	8	CY	21
Payroll Clerk	8	CY	21
Demographics Clerk	8	CY	19
Account Clerk III	8	CY	19
Data Entry Clerk II	8	CY	17
Printing Services Technician	8	CY	17
* Account Clerk II	4-8*	CY	16
Photo Lab/Graphics Technician	8	CY	16
Publications Clerk II	8	CY	14
Account Clerk I	8	CY	13
Publications Clerk I	8	CY	11
Purchasing Clerk	8	CY	11

* Indicates positions within the classification that have different hours and/or work years.

Classification Title	Hours	Work Year	Salary
<u>Food Service</u>			
Food Service/Cook Manager	8	AY + 3	15
Food Service Assistant III	8	AY + 3	15
Cafeteria Lead Person II	8	AY	13
* Food Service Delivery Driver	6*	AY	12
* Food Service Assistant II	7*	AY*	10
* Food Service Assistant I	2-7*	AY*	5-7
<u>Transportation</u>			
Automotive/Diesel Mechanic III	8	CY	28
Automotive/Diesel Mechanic II	8	CY	23
Automotive/Diesel Mechanic I	8	CY	18
Bus Driver/Bus Driver Trainer	8	AY + 10	19
Dispatcher	8	AY	19
* Bus Driver	4-8*	AY	15
<u>Maintenance/Operations</u>			
Maintenance Foreman	8	CY	28
Operations Foreman	8	CY	28
Maintenance and Operations Coordinator	8	CY	28
Maintenance Worker III (Lead)	8	CY	28
Electronic Technician III	8	CY	28
Electronic Technician II	8	CY	27
Electronic Repairperson/TV Production	8	CY	26
Carpenter III	8	CY	24
Air Conditioning and Refrigeration Mechanic III	8	CY	24
Plumber III	8	CY	24
Painter III	8	CY	24
Electrician III	8	CY	24
Warehouseperson III	8	CY	24
Gardener III	8	CY	24
Locksmith III	8	CY	24
Irrigation Specialist	8	CY	22
Air Conditioning Mechanic II	8	CY	21
Plumber II	8	CY	21
Painter II	8	CY	21
Electrician II	8	CY	21
Carpenter II	8	CY	21
Locksmith II	8	CY	21
Head Custodian III	8	CY	20
* Maintenance Worker I/Pool	5-8*	CY	18
Head Custodian II	8	CY	17
* Maintenance Worker I	5-8*	CY	17
Head Custodian I	8	CY	15
Refuse Equipment Operator	8	CY	15
Warehouseperson II	8	CY	15
Gardener II	8	CY	15

* Indicates positions within the classification that have different hours and/or work years.

<u>Classification Title</u>	<u>Hours</u>	<u>Work Year</u>	<u>Salary</u>
<u>Maintenance/Operations (cont.)</u>			
Custodian II	8	CY	13
Warehouseperson I	8	CY	13
Gardener I	8	CY	13
* Custodian I	3-8*	CY	12
* Custodian I	3-8*	AY	12
<u>Media & School Aides</u>			
Library Specialist	8	CY	27
Media Production/Micro Computer Specialist	8	CY	26
Curriculum Lab Specialist	8	CY	22
Instructional Media Technician	8	CY	18
* Library Media Assistant III	7-8*	AY + 8	18
Curriculum Lab Assistant	8	CY	16
* Book Depository Stock/Delivery Person	6-8*	CY	15
* Library Media Assistant II	7-8*	AY + 8*	15
* Campus Supervisor II	4-8*	AY	15
On-Campus Detention Supervisor	8	AY	15
* Library Media Assistant I	3-7*	AY + 8	13
* School Community Liaison Aide	3-8*	AY	12
* Workability Job Developer	3-8*	AY	12
* Paraprofessional for Handicapped Students	3-8*	AY	11
* Library Media Trainee	3-7*	AY + 8	11
* Campus Supervisor I	4-8*	AY	11
* Instructional Assistant-Severely Disabled Students	3-8*	AY	10
* Special Friend-Child Aide	3-8*	AY	8
* Instructional Assistant-Classroom	3-7*	AY*	8
* Instructional Assistant-Bilingual	3-7*	AY	8
* Instructional Assistant-Sign Language Interpreter	3-7*	AY	8
* Infant Center Aide	3-6*	AY	8
* Pre-School Aide	3-5*	PY	8

* Indicates positions within the classification that have different hours and/or work years.

APPENDIX B**CLASSIFIED HOURLY
SALARY SCHEDULE
(Effective 7/1/96)****HOURLY SIX STEP RATES**

Range	A	B	C	D	E	F
04	6.94	7.36	7.81	8.29	8.79	9.33
05	7.15	7.58	8.05	8.53	9.06	9.61
06	7.36	7.81	8.29	8.79	9.33	9.89
07	7.58	8.05	8.53	9.06	9.61	10.19
08	7.81	8.29	8.79	9.33	9.89	10.50
09	8.05	8.53	9.06	9.61	10.19	10.81
10	8.29	8.79	9.33	9.89	10.50	11.14
11	8.53	9.06	9.61	10.19	10.81	11.47
12	8.79	9.33	9.89	10.50	11.14	11.81
13	9.06	9.61	10.19	10.81	11.47	12.17
14	9.33	9.89	10.50	11.14	11.81	12.53
15	9.61	10.19	10.81	11.47	12.17	12.91
16	9.89	10.50	11.14	11.81	12.53	13.30
17	10.19	10.81	11.47	12.17	12.91	13.70
18	10.50	11.14	11.81	12.53	13.30	14.11
19	10.81	11.47	12.17	12.91	13.70	14.53
20	11.14	11.81	12.53	13.30	14.11	14.96
21	11.47	12.17	12.91	13.70	14.53	15.41
22	11.81	12.53	13.30	14.11	14.96	15.88
23	12.17	12.91	13.70	14.53	15.41	16.36
24	12.53	13.30	14.11	14.96	15.88	16.84
25	12.91	13.70	14.53	15.41	16.36	17.35
26	13.30	14.11	14.96	15.88	16.84	17.87
27	13.70	14.53	15.41	16.36	17.35	18.40
28	14.11	14.96	15.88	16.84	17.87	18.96
29	14.53	15.41	16.36	17.35	18.40	19.53

APPENDIX B

CLASSIFIED MONTHLY SALARY SCHEDULE (Effective 7/1/96)

MONTHLY SIX STEP RATES

Range	A	B	C	D	E	F
04	1,202.88	1,276.07	1,353.93	1,436.26	1,523.72	1,616.43
05	1,238.79	1,314.21	1,394.50	1,479.15	1,569.34	1,664.94
06	1,276.07	1,353.93	1,436.26	1,523.72	1,616.43	1,714.92
07	1,314.21	1,394.50	1,479.15	1,569.34	1,664.94	1,766.29
08	1,353.93	1,436.26	1,523.72	1,616.43	1,714.92	1,819.41
09	1,394.50	1,479.15	1,569.34	1,664.94	1,766.29	1,873.94
10	1,436.26	1,523.72	1,616.43	1,714.92	1,819.41	1,930.17
11	1,479.15	1,569.34	1,664.94	1,766.29	1,873.94	1,988.07
12	1,523.72	1,616.43	1,714.92	1,819.41	1,930.17	2,047.76
13	1,569.34	1,664.94	1,766.29	1,873.94	1,988.07	2,108.98
14	1,616.43	1,714.92	1,819.41	1,930.17	2,047.76	2,172.38
15	1,664.94	1,766.29	1,873.94	1,988.07	2,108.98	2,237.60
16	1,714.92	1,819.41	1,930.17	2,047.76	2,172.38	2,304.64
17	1,766.29	1,873.94	1,988.07	2,108.98	2,237.60	2,373.81
18	1,819.41	1,930.17	2,047.76	2,172.38	2,304.64	2,445.22
19	1,873.94	1,988.07	2,108.98	2,237.60	2,373.81	2,518.37
20	1,930.17	2,047.76	2,172.38	2,304.64	2,445.22	2,593.90
21	1,988.07	2,108.98	2,237.60	2,373.81	2,518.37	2,671.79
22	2,047.76	2,172.38	2,304.64	2,445.22	2,593.90	2,751.93
23	2,108.98	2,237.60	2,373.81	2,518.37	2,671.79	2,834.84
24	2,172.38	2,304.64	2,445.22	2,593.90	2,751.93	2,919.44
25	2,237.60	2,373.81	2,518.37	2,671.79	2,834.84	3,007.12
26	2,304.64	2,445.22	2,593.90	2,751.93	2,919.44	3,097.27
27	2,373.81	2,518.37	2,671.79	2,834.84	3,007.12	3,190.10
28	2,445.22	2,593.90	2,751.93	2,919.44	3,097.27	3,286.09
29	2,518.37	2,671.79	2,834.84	3,007.12	3,190.10	3,384.41

MORENO VALLEY UNIFIED SCHOOL DISTRICT

APPENDIX B-1

CLASSIFIED EMPLOYEE SUBSTITUTE SALARY SCHEDULE (Effective 7/1/97)

<u>Range</u>	<u>Hourly Rate</u>	<u>Position</u>
04	7.90	
05	8.15	Food Service Asst. I
06	8.39	
07	8.64	
08	8.90	Instructional Asst.-Classroom, Instructional Asst.- Bilingual, Infant Center Aide, Pre-School Aide, Health Aide (Pre-School)
09	9.18	Clerk Typist I
10	9.46	Food Service Asst. II, Instructional Asst.-SDS
11	9.72	Clerk Typist II, Library Media Trainee, Purchasing Clerk, Paraprofessional, Publications Clerk I
12	10.02	Custodian I, Food Service Delivery Driver, Refuse Equipment Operator, School Community Liaison Aide, Switchboard Operator/Receptionist, Workability Job Developer
13	10.33	Account Clerk I, Clerk Typist III, Custodian II, Gardener I, Library Media Asst. I, Warehouseperson I
14	10.63	Publications Clerk II, School Secretary I, Secretary I
15	10.96	Book Depository Stock Delivery Person, Bus Driver, Campus Supervisor II, Food Service Asst. III, Food Service/Cook Manager, Gardener II, Health Clerk Technician, Head Custodian I, Library Media Asst. II, Student Body Account Clerk Typist, Warehouseperson II
16	11.28	Account Clerk II, Curriculum Lab Asst.
17	11.62	Data Entry Clerk III, Head Custodian II, Maintenance Worker I, Word Processor

APPENDIX B-1
Classified Employee Substitute Salary Schedule

(Effective 7/1/97)
Page 2

18	11.98	Automotive/Diesel Mechanic I, Instructional Media Technician, Library Media Asst. III, Maintenance Worker I/Pool, School Secretary II, Secretary II
19	12.32	Account Clerk III, Bus Driver/Bus Driver Trainer, Demographics Clerk, Dispatcher, Purchasing Asst., Secretary/Dispatcher, Secretary/Dispatcher-Maintenance, School Secretary III, Secretary III
20	12.70	Head Custodian III
21	13.08	Air Cond. Mechanic II, Bookkeeper, Carpenter II, Electrician II, Locksmith II, Painter II, Plumber II
22	13.46	Curriculum Lab Specialist, Irrigation Specialist
23	13.87	Accounting Technician, Purchasing Technician, Automotive/Diesel Mechanic II
24	14.28	Air Conditioning/Refrigeration Mechanic III, Carpenter III, Electrician III, Gardener III, Locksmith III, Plumber III, Warehouseperson III
25	14.72	
26	15.17	Accountant, Electronic Repairman/TV Production
27	15.62	Library Specialist, Purchasing Agent
28	16.09	Automotive/Diesel Mechanic III, Maintenance Foreman, Maintenance and Operations Coordinator, Maintenance Worker III, Operations Foreman
29	16.56	

Appendix C

MORENO VALLEY UNIFIED SCHOOL DISTRICT TRADITIONAL SCHOOL CALENDAR 1997-1998

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER				
Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr
1	2	3	4						1	1	2	3	4	5						3	4	5	6	7	1	2	3	4	5
7	8	9	10	11	4	5	6	7	8	8	9	10	11	12	6	7	8	9	10	10	11	12	13	14	8	9	10	11	12
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19	13	14	15	16	17	17	18	19	20	21	15	16	17	18	19
21	22	23	24	25	18	19	20	21	22	22	23	24	25	26	20	21	22	23	24	24	25	26	27	28	22	23	24	25	26
28	29	30	31		25	26	27	28	29	29	30				27	28	29	30	31						29	30			

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE				
Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr
			1	2	2	3	4	5	6	2	3	4	5	6		1	2	3					1		1	2	3	4	5
5	6	7	8	9	9	10	11	12	13	9	10	11	12	13	6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
12	13	14	15	16	16	17	18	19	20	16	17	18	19	20	13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
19	20	21	22	23	23	24	25	26	27	23	24	25	26	27	20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
26	27	28	29	30						30	31				27	28	29	30		23	26	27	28	29	29	30			

IMPORTANT DATES

Jul	4	Independence Day (legal holiday)
Aug	25-26	New Teacher Orientation
Aug	27-28	Returning Teacher Orientation
Aug	29	Non-Student Day K-12
Sep	1	Labor Day (legal holiday)
Sep	2	STUDENTS RETURN
Oct	1	Non-Student Day K-12
Oct	31	Non-Student Day K-12
Nov	7	END OF FIRST QUARTER
		Minimum Instruction K-12
Nov	11	Veterans Day (legal holiday)
Nov	20-21	Parent Conferences K-5 (NSD)
Nov	21	Parent Conferences 6-8 (NSD)
Nov	27-28	Thanksgiving Recess (legal/local holiday)
Dec	22	Winter Recess Begins
Dec	24	Christmas Eve (local holiday)
Dec	25	Christmas Day (legal holiday)
Dec	31	New Year's Eve (local holiday)
Jan	1	New Year's Day (legal holiday)
Jan	5	Return to School
Jan	19	Martin Luther King Day (legal holiday)
Jan	23	END OF FIRST SEMESTER
		Minimum Instruction K-8
		Non-Student Day 9-12
Jan	30	Non-Student Day K-12
Feb	6	Parent Conferences 6-8 (NSD)
Feb	13	Lincoln's Day (local holiday)
Feb	16	President's Day (legal holiday)
Mar	2	Non-Student Day K-12
Mar	13	Admission's Day (in lieu of legal holiday)
Mar	27	END OF THIRD QUARTER
		Minimum Instruction K-12
Apr	6-10	Spring Recess
Apr	13	Non-Student Day K-12
May	8	Non-Student Day K-12
May	25	Memorial Day (legal holiday)
Jun	5	Minimum Instruction K-8
Jun	10	LAST DAY OF INSTRUCTION (9-12)
Jun	12	LAST DAY OF INSTRUCTION (K-8)
		Minimum Instruction K-8
		Minimum Workday, All Certificated

SUMMER SCHOOL

Jun	18-19	Teacher Prep Days (All Levels)
Jun	22	Summer School Begins (K-12)
Jul	24	Summer School Ends (K-8)
Jul	31	Summer School Ends (9-12)

School Month	Date	Teaching Days						
		Traditional			YRE			
		K-5	6-8	9-12	Tracks	A	B	C D
1	07/01-07/25	0	0	0	17	17	17	0
2	07/26-08/22	0	0	0	20	20	5	16
3	08/25-09/19	15	15	15	19	5	15	19
4	09/22-10/17	20	20	20	8	13	20	20
5	10/20-11/14	19	19	19	11	17	17	8
6	11/17-12/12	16	17	18	18	18	8	10
7	12/15-01/09	10	10	10	10	5	5	10
8	01/12-02/06	19	18	19	14	6	19	19
9	02/09-03/06	18	18	18	5	18	18	14
10	03/09-04/03	19	19	19	19	19	16	3
11	04/06-05/01	15	15	15	20	20	0	20
12	05/04-05/29	19	19	19	19	0	18	19
13	06/01-06/26	10	10	8	0	20	20	20
14	06/29-06/30	0	0	0	0	2	2	2

- ☐ Legal Holiday
- ☐ Local Holiday
- ☐ School Recess
- NSD Non-Student Day

Note: Exam Schedule 9-12
January 20, 21, 22
June 8, 9, 10
7:55 -12:17
Two 2-hour exams daily

MORENO VALLEY UNIFIED SCHOOL DISTRICT

YEAR ROUND EDUCATION CALENDAR 1997-98 Current Schedule 180 DAYS

JULY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A	T	N	N	N																												21
B	T	N	N	N																												21
C	T	N	N	N																												21
D																																0

SEPTEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
A	N																													M	21
B	N																													T	0
C	N																														21
D	N																														21

NOVEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
A																															17
B																															17
C																															17
D																															0

JANUARY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A	N	N																														19
B	N	N																														1
C	N	N																														19
D	N	N																														19

MARCH

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A	N																															21
B	N																															21
C	N																															21
D	N																															1

MAY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A																																20
B																																1
C																																18
D																																20

















































































































AUGUST

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A	N																															21
B	N																															21
C	N																															2
D	N																															21

OCTOBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A	N	PC	PC																													3
B	N																															21
C	N																															21
D	N																															21

DECEMBER

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A																																15
B																																15
C																																0
D																																15

FEBRUARY

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
A																													0
B																													18
C																													18
D																													18

APRIL

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
A																															22
B																															22
C																															0
D	N																														22

JUNE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
A																															2
B																															2
C																															2
D																															2

H = HOLIDAY

T = TEACHER PREPARATION DAY

M = MINIMUM DAY FOR STUDENTS

PC = PARENT CONFERENCE

N = NON-STUDENT DAY

A shaded area is a regular school day and those days marked by an M are minimum days for students. Board approved 3/25/97.

**YRE Calendar Current Schedule
1997-98
Important Dates**

July	1	Teacher Prep Day Tracks A,B,C	January	5	Return to School Tracks A,C,D
July	2	Non-Student Day Tracks A,B,C	January	19	Martin Luther King Day (Holiday)
July	3	Non-Student Day Tracks A,B,C	January	29	Minimum Day Track A
July	4	Independence Day (Holiday)	January	30	Non-Student Day for all Tracks Track A Going Off
July	31	Minimum Day Track C Teacher Prep Day Track D	February	13,16	Presidents' Weekend (Holidays)
August	1	Non-Student Day for all Tracks Track C Going Off	February	27	Minimum Day Track D
August	28	Minimum Day Track B	March	2	Non-Student Day for all Tracks Track D Going Off
August	29	Non-Student Day for all Tracks Track B Going Off	March	13	Admission's Day (In Lieu Of) (Holiday)
September	1	Labor Day (Holiday)	March	31	Minimum Day Track C Track C Going Off Teacher Prep Day Track D
September	30	Minimum Day Track A Teacher Prep Day Track B	April	1	Non-Student Day Track D
October	1	Non-Student day for all Tracks	May	1	Minimum Day Tracks B,D Track B Going Off
October	2,3	Parent Conferences Track A Track A Going Off	May	4	Teacher Prep Day Track C
October	24	Minimum Day Track D	May	22	Minimum Day Track A
October	29	Teacher Prep Day Track A Non-Student Day Track D	May	25	Memorial Day (Holiday)
October	30,31	Parent Conferences Tracks B,C,D Track D Going Off	May	29	Minimum Day Track A Track A Going Off Last Day of Instruction Track A
November	11	Veterans Day (Holiday)	June	26	Minimum Day Tracks B,C,D
November	26	Minimum Day Tracks A,B,C Track C Going Off	June	30	Minimum Day Tracks B,C,D Tracks B,C,D Going Off Last Day of Instruction Tracks B,C,D
November	27,28	Thanksgiving Recess			
December	22	Winter Break Begins			

**SIDE LETTER OF AGREEMENT
BETWEEN
MORENO VALLEY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
MORENO VALLEY CHAPTER 410**

DOT DRUG TESTING

CONSEQUENCES OF A REFUSAL TO TEST AND OF A CONFIRMED POSITIVE TEST

It is the intent of the parties that this Agreement supplement District Administration Regulation AR 4020 (policy) and takes precedence where more comprehensive. The policy is attached to this Agreement. All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40. A covered unit member who refuses to be tested in accordance with this policy shall be dismissed from employment in accordance with the Collective Bargaining Agreement (CBA) and applicable law. No applicant for a covered position as defined in this policy shall be employed who produces a confirmed positive test for controlled substances. A covered probationary unit member serving the initial probationary period of employment who produces a confirmed positive test for alcohol or controlled substances shall be dismissed from employment. A covered permanent unit member or a permanent unit member applying for a covered position, including a unit member serving a secondary probationary period following promotion or transfer, who produces a confirmed positive test shall be treated as follows:

A. Alcohol

1. A unit member who produces a first confirmed positive test of .02 or greater, but less than .04 shall be removed from all safety-sensitive functions for a period of 24 hours or the next regularly scheduled shift which ever is longer.
2. A unit member who produces a confirmed positive test of .02 or greater, but less than .04 and who produces such a test within two years of an earlier test within these parameters shall, in addition to being removed from all safety-sensitive functions for a period of 24 hours or the next regularly scheduled shift which ever is longer, be subject to return-to-duty testing and receive a suspension from duty without pay of three working days.
3. A unit member who produces a first confirmed positive test of .04 or greater, or a third confirmed positive test of .02 or greater within two years of a previous test of .02 or greater, shall be dismissed from employment, subject to the availability of future modification as provided in Section C below. A unit member who produces a confirmed positive test for alcohol of .02 or greater at any time after successful completion of a program provided for in Section C below shall be dismissed from employment.

4. All confirmed positive tests shall be certified by the forensic laboratory used. The forensic laboratory shall be certified for such testing by the U.S. Department of Health and Human Services. The unit member shall be provided with a copy of the laboratory certification including certification that the specimen was untampered with and that the chain of custody was maintained.

B. Controlled Substances

1. A unit member who produces a first confirmed positive test for controlled substances shall be dismissed from employment, subject to the availability of future modification as provided in Section C below. A unit member who produces a confirmed positive test for controlled substances at any time after successful completion of a program provided for in Section C below shall be dismissed from employment.
2. All confirmed positive tests shall be certified by the forensic laboratory used. The forensic laboratory shall be certified for such testing by the U.S. Department of Health and Human Services. The unit member shall be provided with a copy of the laboratory certification including certification that the specimen was untampered with and that the chain of custody was maintained.

C. Modification of Dismissal Action

1. A unit member who has been dismissed from employment subject to future modification may, within five (5) working days of notification of dismissal, request in writing that s/he be referred to an SAP for evaluation of a positive chemical dependency. If an evaluation is requested the District will refer the unit member to an SAP. The service of the SAP will be paid for by the District.
2. If the SAP recommends to the District and the unit member in writing that the unit member participate in a comprehensive in or out-patient chemical dependency treatment program, the unit member must enroll in the recommended program within thirty (30) calendar days from the date of recommendation. The unit member must comply with the recommendations of the SAP including attending all meetings. The District shall place any proposed dismissal in suspension if the unit member has not been subjected to dismissal for a confirmed positive test during the two year period preceding, and may grant a dismissal to be placed in suspension if the unit member has been subjected to dismissal for a confirmed positive test during that period. If the unit member fails to comply with the recommendations of the SAP, after receipt of written notification from the SAP attesting to non-compliance of the unit member, the District may reinstate the proposed dismissal subject to the CBA and applicable law.
3. Participation in the treatment program is at the unit member's expense, beyond any reimbursement provided by a group health plan maintained at the unit member's expense under the provisions of COBRA.

4. Upon satisfactory completion of a comprehensive chemical dependency treatment program, as certified to the District in writing by the SAP, the unit member shall be reinstated to his/her former position or to an equivalent position, subject to follow-up testing.
5. If the unit member produces a confirmed positive test during the sixty (60) month period following reinstatement, the dismissal shall immediately be effective. If the unit member provides negative tests during the six (6) month period following reinstatement, the District shall pay the unit member at his/her regular rate of pay for the period of time, up to a maximum of twenty-five (25) workdays, spent in treatment, not including the period of time between the initial dismissal and commencement of the treatment program. If the unit member provides negative tests for a period of sixty (60) months following reinstatement, the dismissal shall be stricken from all District records.

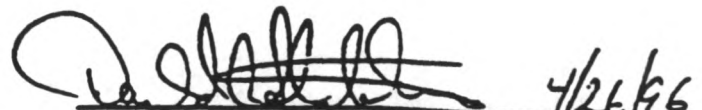
D. Dismissal

1. Permanent unit members shall only be subject to dismissal in accordance with the CBA and applicable law.

This is a tentative agreement and is subject to ratification by CSEA Moreno Valley Chapter 410 members and approval of the Moreno Valley Unified School District Board of Education.


CSEA Moreno Valley Chapter 410 Date

WVA 4/26/96


Moreno Valley Unified School District Date

Cynthia A. Meador 4/26/96

All PersonnelDrug and Alcohol TestingA. Application

The provisions of this article apply only to workers whose duties include the driving of a commercial motor vehicle where a class A or class B driver's license is required. Bargaining unit classifications with such duties are limited to employees of the Moreno Valley Unified School District who hold a commercial driver's license which is necessary to perform job related duties such as operating a commercial motor vehicle.

B. Notice

All driver's subject to testing for controlled substances and alcohol shall be individually notified, in writing, in advance, that they are subject to reasonable suspicion, post-accident, random, return to duty and follow-up testing while on duty as set forth under Federal law.

C. Pre-employment Testing

All prospective bargaining unit members whose duties shall include that of driving a commercial motor vehicle where a class A or Class B driver's license is required and who possess a commercial driver's license necessary to perform these job related duties such as operating a commercial motor vehicle will be subject to Pre-employment testing for controlled substances as set forth under Federal Law.

D. Reasonable Suspicion Testing

1. A reasonable suspicion test must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. For suspicion of controlled substance use only, the observations may also include indications of the chronic and withdrawal effects of controlled substances.
2. The observations must be made by a supervisor who has received at least one hour of training in identifying indicators of alcohol misuse plus at least one hour of training in identifying indicators of controlled substance use.
3. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during or just after the driver's performance of a safety-sensitive duty.
4. Drivers for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.

All PersonnelDrug and Alcohol TestingReasonable Suspicion Testing (Continued)

5. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and file a statement of the reasons as to why the test was not promptly administered. Said statements in number 5 & 6 shall be provided to the employee on request, prior to any disciplinary action. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination. If test is not given within eight hours, the employer shall prepare and file a statement of the reasons as to why the test was not promptly administered.
6. A written record of the reasonable suspicion observations, dated and signed by all supervisors making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier.
7. The supervisor who makes the reasonable suspicion observations shall not conduct the test.

E. Post-accident Testing

1. A post-accident test must be based upon an accident for which the driver received a citation for a moving traffic violation arising from the accident or where there was a loss of human life.
2. No post-accident test for alcohol will be given more than eight hours after the accident. No post-accident test for controlled substances will be given more than 32 hours after the accident. Post accident tests of alcohol misuse shall be promptly administered or the employer will prepare and file a statement as to the reasons why the test was not properly administered.
3. Prior to the initial operation of a District vehicle, all drivers shall be given necessary post-accident information, procedures and instructions by the employer.
4. A driver who is subject to post accident testing shall remain readily available for such testing.
5. Results of tests conducted by law enforcement having independent authority shall meet the requirements under these regulations.

All PersonnelDrug and Alcohol TestingPost-accident Testing (Continued)F. Random Testing

1. The annual percentage rate for random alcohol testing is 25% of the average number of driver positions. The annual percentage rate for random controlled substance testing is 50% of the average number of driver positions. These rates, which are required by FHWA regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations. (See 49 C.F.R. 382.305, subd. (a).)
2. The pool of persons subject to random testing shall include all persons who actually drive a commercial motor vehicle for the employer, where a class A or B license is required, during the month when the random selection occurs. Drivers will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.
3. The employer may conduct random testing through a consortium with other employers, but in that case, the number of drivers to be tested must be based on the total number of drivers covered by the consortium who are subject to testing. The particular drivers randomly selected must be selected as if all drivers covered by the consortium worked for a single employer.
4. The selection of drivers for random testing must be solely by chance utilizing a random number table of a computer-based random number generator matched with social security numbers, payroll identification numbers or other comparable identification numbers.
5. The dates for random tests shall be unannounced and spread reasonably throughout the year. Each person in the random pool must have an equal chance of selection each time random selections are made, regardless of whether the person was previously tested that year.
6. Drivers selected shall report to the testing site immediately and shall cease all safety sensitive driving functions.

All PersonnelDrug and Alcohol TestingRandom Testing (Continued)G. Testing Procedures

All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40. In addition:

1. The immediate supervisor of a driver shall not serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of that driver.
2. All testing shall be conducted in a private setting and, in the case of controlled substance testing, no direct observation of a driver's urination by a collection site person is permitted except for the reasons stated in Title 49 of the Code of Federal Regulations, section 40.25, subdivision (e), and then only by a same gender collection site person who is not employed by the driver's employer.
3. Except for a test requested by a driver for a test of the remainder of a split sample, the testing laboratory for controlled substance testing must be a forensic laboratory certified for such testing by the U.S. Department of Health and Human Services.
4. Any tests that do not comply with the requirements of this section shall be treated as negative tests.

H. Positive Tests

1. A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.02 grams of alcohol per 210 liters of breath or greater.

Such a test is positive even if that concentration is caused by prescribed medication.

2. A positive test for controlled substances must be confirmed by gas chromatography/mass spectrometry techniques and must show one of the following:
 - a. 15 ng/ml (nanograms per milliliter) of marijuana metabolite;

All PersonnelDrug and Alcohol TestingPositive Tests (Continued)

- b. 150 ng/ml of cocaine metabolite;
- c. 300 ng/ml of either morphine or codeine;
- d. 25 ng/ml of phencyclidine; or
- e. 500 ng/ml of amphetamine or methamphetamine;

and the medical review officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result. The medical review officer can verify a positive test without communicating with the employee if: (1) the employee expressly declines the opportunity to discuss the matter or (2) the employer's designated representative has successfully made and documented a contact with the employee and instructed the employee to contact the medical review officer and 5 days have passed since that established contact.

- 3. If the driver failed to provide an adequate breath or urine sample, failed to cooperate, or altered the specimen, the test is deemed to be positive.
- 4. No positive test for controlled substances shall be reported to the employer until after:
 - a. The medical review officer has contacted the driver directly, on a confidential basis, and given the driver an opportunity to discuss the test results and driver's medical history, including medication, in confidence;
 - b. The medical review officer has given the driver, within 72 hours of the driver's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services.
- 5. If the medical review officer concludes that there is a legitimate explanation for the positive test, such as prescription or over-the-counter medication, an authenticated medical reason for not being able to provide an adequate sample, or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the employer as a negative test.

All PersonnelDrug and Alcohol TestingPositive Tests (Continued)

6. The medical review officer shall be a licensed physician with knowledge of substance abuse disorders. The medical review officer shall not be an employee of the driver's employer.
7. The cut-off levels in this section are those required by FHWA regulation. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (See 49 C.F.R. 40.29, subd. (f).)

I. Effects of a Positive Test

1. If the positive test is an alcohol test showing an alcohol concentration of 0.02 or greater but less than 0.04, the driver will be placed on paid administrative leave charged to the employee's sick leave for 24 hours. The driver shall return to regular duty at the end of this 24 hour period.
2. For all other positive tests, the driver shall be evaluate by a substance abuse professional who shall determine what assistance, if any, is needed to resolve alcohol or controlled substance problems. The driver shall not be returned to safety-sensitive duties until the driver has properly followed a prescribed rehabilitation program and has passed a return to duty test with an alcohol concentration of less than 0.02 or, in the case of a positive for controlled substances, until a return-to-duty test indicates a verified negative result for controlled substance use.
3. Drivers returning to duty after rehabilitation shall be subject to unannounced follow-up testing of at least six tests in the first 12 months of return to duty.
4. Drivers, in accordance with applicable California Education Code Regulations and Collective Bargaining Agreement provisions, will be subject to discipline for alcohol or controlled substance abuse if,
 - a. The driver tests positive during the initial probation period;
 - b. The driver refuses to submit to a test authorized by law;

All Personnel

Drug and Alcohol Testing

Effects of a Positive Test (Continued)

- c. The driver fails to complete rehabilitation recommended by the substance abuse professional; or
- d. The driver tests positive again for alcohol or again for controlled substances within 12 months after a return to duty following completion of rehabilitation.

J. Miscellaneous

- 1. Drivers will receive their regular pay for time required to take the tests specified in this regulation. The employer will pay for these tests.
- 2. The parties agree to treat all results as confidential medical records.
- 3. All drivers subject to this article shall receive training on alcohol misuse and controlled substance use.
- 4. Prior to testing the employer shall inform the driver (in writing) of the right to have a union representative present throughout questioning by the employer. If a union representative is requested and one is not immediately available, the driver will not be returned to safety-sensitive duties until such questioning is complete. The employer shall not use any information obtained in violation of this paragraph in action against the driver.

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**TENTATIVE AGREEMENT
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND
MORENO VALLEY UNIFIED SCHOOL DISTRICT
MAY 15, 1997**

**Moreno Valley Unified
School District**

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The agreement was ratified by the Association on June 5, 1997.

Karen Lenaway
Karen Lenaway

The agreement was adopted by the Board of Education on August 26, 1997.

Gail P. Houghton
Gail P. Houghton

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